



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, June 15, 2017
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
Dennis Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council Member
Kayla Jones	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

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

5. **PUBLIC COMMENT**

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

6. **PUBLIC AGENCY COMMUNICATIONS**

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

7. **PRESENTATIONS**

8. **CONSENT CALENDAR**

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

A. APPROVE MINUTES OF JUNE 1, 2017

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

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of May 6, 2017 through June 2, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the periods of May 11, 2017 and May 25, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$2,687,796.05.

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

**C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
MODIFYING THE CITY'S CLASSIFICATION PLAN TO ADD THE
CLASSIFICATIONS OF UTILITIES SUPERVISOR, MAINTENANCE AND
UTILITIES WORKER II, MAINTENANCE AND UTILITIES WORKER III,
SENIOR MAINTENANCE AND UTILITIES WORKER, ADMINISTRATIVE
ASSISTANT, AND ADMINISTRATIVE ANALYST II AND ESTABLISHING THE
SALARY FOR THE CLASSIFICATIONS**

PURPOSE: The purpose of this item is to request the City Council approve a resolution adding the classifications of Utilities Supervisor, Maintenance and Utilities Worker II, Maintenance and Utilities Worker III, Senior Maintenance and Utilities Worker, Administrative Assistant, and Administrative Analyst II to the Classification Plan and establishing the salaries for the positions.

RECOMMENDATION: It is recommended that the City Council adopt the resolution modifying the Classification Plan and establishing the salaries for the recommended positions.

**D. APPROVAL OF A RESOLUTION ADOPTING AGREEMENTS WITH THE
SEASIDE PUBLIC SAFETY MANAGERS ASSOCIATION AND SEASIDE
MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION**

PURPOSE: The purpose of this item is to request City Council approval of a resolution adopting the Memorandum of Understanding with the Seaside Public Safety Managers' Association and the Seaside Managers and Supervisory Employees' Association.

RECOMMENDATION: It is recommended that the City Council approve the resolution adopting the Memorandum of Understanding with the Seaside Public Safety Managers' Association and the Seaside Managers and Supervisory Employees' Association.

E. CONSIDER MEASURE X MASTER PROGRAMS FUNDING AGREEMENT BETWEEN THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND THE CITY OF SEASIDE

PURPOSE: The purpose of this item is to have the City Council consider an agreement between the Transportation Agency for Monterey County (TAMC) and the City of Seaside for use of Measure X funds.

RECOMMENDATION: It is recommended to adopt a resolution approving the Measure X Master Programs Funding Agreement with the Transportation Agency of Monterey County and authorize the City Manager to execute the agreement.

F. APPROVE REAPPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

PURPOSE: To approve appointments and reappointments to the Parks and Recreation Commission, Board of Architectural Review and Art and History Commission

RECOMMENDATION: That the appointments be approved as presented.

9. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER THE 2017-2018 ANNUAL ACTION PLAN FOR SEASIDE'S USE OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FUNDS.

PURPOSE: The purpose of this item is to hold a Public Hearing to receive comments on the City of Seaside's Community Development Block Grant (CDBG) Annual Action Plan (AAP). This document is required by the US Department of Housing and Urban Development (HUD) in order to receive the grant funding.

RECOMMENDATION: It is recommended that the City Council approve the 2017-2018 Annual Action Plan with the HUD approved contingency language pending an official Grant Announcement from HUD. Once the grant amount has been announced, the AAP will be updated accordingly. The City Manager is authorized to sign the SF-424 forms and update the 2017-2018 Seaside City Budget to reflect the actual grant allocations and Staff is directed to send the updated AAP to HUD. HUD anticipates that the grant awards will be announced prior to the Federal deadline of August 16, 2017.

B. CONDUCT A PUBLIC HEARING AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE 2017-2018 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS AND AUTHORIZE STAFF TO TAKE ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION

PURPOSE: The purpose of this item is to give the City Council and the Successor Agency Board the opportunity to conduct a public hearing and review, discuss and consider the adoption of a resolution approving the 2017-2018 General and other funds operating budgets, capital outlay budget, capital improvement budget, position control list and salary schedule, the appropriations limit, the capital improvement plan, and set the reserve amounts and authorize staff to take actions as necessary for budget implementation. Modifications approved with this action will be incorporated into the 2017-2018 Budget prior to implementation and publication.

RECOMMENDATION: It is recommended that the City Council and the Successor Agency Board conduct a public hearing and adopt a resolution approving the 2017-2018 General and other funds operating budgets, capital outlay budget, capital improvement budget, position control list and salary schedule, the appropriations limit, the capital improvement plan, and set the reserve amounts and authorize staff to take actions as necessary for budget implementation including modifications also approved with the resolution.

C. REVIEW, DISCUSS, CONDUCT A PUBLIC HEARING, AND CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE PROPOSED 2017-2018 FEE SCHEDULE

PURPOSE: The purpose of this item is to give the City Council the opportunity to review and adopt the attached resolution approving the 2017-2018 Proposed Fee Schedule for the City of Seaside.

RECOMMENDATION:

It is recommended that the City Council review the Proposed 2017-2018 Fee Schedule and adopt the attached resolution approving the proposed fees. Each fee can be adopted as proposed, adopted as modified by the City Council, or not adopted.

10. BUSINESS ITEMS

A. CONSIDER A RESOLUTION APPROVING THE PURCHASE OF BODY WORN CAMERAS, THE REPLACEMENT OF CONDUCTIVE ELECTRICAL WEAPONS AND IMPLEMENT EVIDENCE.COM CLOUD DATA STORAGE FOR THE SEASIDE POLICE DEPARTMENT, USING A SOLE SOURCE VENDOR AGREEMENT WITH AXON (FKA TASER), FOR A TOTAL FIVE YEAR COST OF \$315,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT.

PURPOSE: The purpose of this item is to provide the Seaside City Council with an opportunity to consider the purchase of Body Worn Camera's (BWC's); to replace the Seaside Police Department's Conductive Electrical Weapons (CEW's); and implement Evidence.com cloud data storage for the Seaside Police Department using a sole source vendor agreement with Axon (fka TASER).

RECOMMENDATION: It is recommended that the City Council receive the report and approve the agreement and adopt a resolution authorizing the purchase, approving the agreement with Axon, and authorizing the City Manager to sign the agreement.

B. CONSIDER ADOPTION OF A RESOLUTION APPROVING GARBAGE COLLECTION RATES FOR FISCAL 2017-2018

PURPOSE: The purpose of this item is to give the City Council the opportunity to consider a resolution approving the GreenWaste rate adjustments to the the 2017-2018 garbage collection rates. The adjustments are: +7.1% for residential services; +5.8% for commercial customers; and +2% for roll off services.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution approving the rate adjustments:

- +7.1% for residential services;
- +5.8% for commercial customers;
- +2.0% for roll off services.

11. 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.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:

July 6, 2017

7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council 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://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, June 1, 2017
7:00 PM

1. **CALL TO ORDER**

The meeting was called to order at 7:00

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

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Alexander led the Pledge of Allegiance and the invocation was provided by Pastor Kenneth Murray from Ocean View Baptist Church.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the Public.

Ruthie Watts invited the Council and the public to The NAACP Coalition Institute Scholarship Breakfast June the 10th at Embassy Suites. She indicated the Mayor was scheduled to bring greetings.

6. **PUBLIC AGENCY COMMUNICATIONS**

Clerk Milton-Rerig reminded the public of the Election on Tuesday June 6th. She explained that vote by mail ballots that are postmarked by election day, and received by the 9th will be valid. She also invited the public to come and watch the ballot counting on Election Night, starting at 7:00 PM. The Ballot Inspection and Counting Board would be made up of staff from City Clerk's offices from other peninsula cities.

7. **PRESENTATIONS**

8. **CONSENT CALENDAR**

Mayor Pro Tem Alexander requested to pull Item B for discussion.

Mayor Rubio invited public comments for the Consent Agenda and there were no requests to speak.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approve the Consent Agenda as presented with the exception of Item B.

RESULT:	Approved
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	No

A. APPROVE MINUTES OF MAY 18, 2017

Action: Approved

B. ADOPT A RESOLUTION ACCEPTING THE REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$458,940 FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS WITH MATCHING FUNDS NOT TO EXCEED \$33,771.

Council Member Alexander questioned what will happened to the radios after they are replaced and questioned if they can be donated.

Fire Chief Dempsey indicated that there is not much trade-in value due to the outdated life of the radios. They may be able to be repurpose for other emergency situations in the City. He said he will consider donating non-needed ones to the public safety academy.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Accepted the item as presented and approved Resolution 17-37

RESULT:	Approved
MOVER:	Mayor Pro Tem Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

C. APPROVE THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

Action: Approved

D. APPROVE APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Action: Approved

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL ROBOTICS

Action: Approved

9. BUSINESS ITEMS

A. CONSIDERATION OF COMMUNITY DEVELOPMENT ADVISORY COMMITTEE RECOMMENDATIONS FOR THE USE OF 2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO INCLUDE IN THE 2017-2018 ANNUAL ACTION PLAN TO BE SUBMITTED TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Administrative Analysis Mikesell made the presentation and spoke to the Presidential budget blue print that initially did not include funding for the CDBG program. However, HUD has informed the City that there will be funds, however grantee allocations are not finalized, so as directed all

proposals are estimates. The CDAC recommendations include appropriate contingency provisions to accommodate in order to keep the program on schedule. Ms. Mikesell spoke to the two year grant cycle process and explained that this is the first year of the current cycle. Ms. Mikesell then provided an overview of the recommended projects and activities for the 17-18 grant year:

- The Boys and Girls Club for a facilities improvement project totaling \$49,000 for energy efficiency upgrades.
- ADA improvements for Cutino Park for \$204,000.
- Community Human Services facility improvements for energy efficiency for \$30,000 replacing windows with double pane windows. Ms. Mikesell reminded the Council that the City is obligated by JPA agreement to fund \$30,000 annually.

Public Service recipients, with a total amount limited to 15% of the CDBG award include:

- CPY requested \$15,000 for youth leadership and mentorship staff salaries.
- Girls Ink request for \$8,000 for three programs for youth empowerment.
- Legal Services for Seniors \$15,000 for no cost legal services for Seaside residents over the age of 60.
- Salvation Army \$14,000 for staffing for the transitional housing program in the City of Seaside.
- The Village Project \$14,000 to fund a tutor position for education and culture enrichment afterschool academy.

Ms. Mikesell thanked the members of the CDAC for their work and their patience with the project. Ms. Mikesell answered questions from the Council. Council Member Campbell requested clarification that if the grant amount are reduced or increased, how the public service projects would be impacted. Ms. Mikesell indicated that each project allocation will be adjusted equally. On question, she answered that for Cutino Park funding is for the ADA design improvements.

Mayor Rubio invited comments from the public.

- Jakobe Tyler spoke on behalf of Community Partnership for Youth High School Leadership program and shared how beneficial it is and how important it is to keep the program going, providing personal testimony how it was beneficial and turned his life around and the skills that he learned, motivated him to pursue a higher education. He closed by saying that the program has restored the respect between himself and law enforcement in Seaside and that he as been selected to travel to North Carolina to participate in a program that will help Law Enforcement to restore relationships in communities.
- Kelly Morgintini, Executive Director for Legal Services for Seniors spoke to the benefit of the program and the services that are provided to the community.
- Helen Rucker, former member of the CDAC spoke to how important it is for Seaside to participate in this program, as the small amount of money given to non-profits shows that we appreciate their great work and impact to our community.
- Ron Johnson, The Boys and Girls Club of Monterey County, thanked the Committee and the Council for their support and spoke to three CDBG projects from the City has enhanced the ability to serve over 220 kids daily that come to the Club House. He also invited the public to the Community Breakfast June 22nd and the Football Camp starting the week of June 26th.

No further discussion from the City Council.

On Motion by Mayor Pro Tem Alexander, and seconded by Council Member Pacheco and passed by the following vote, the City Council approved the staff recommendation and provided direction

to staff to forward the Annual Action Plan to HUD for approval.

RESULT: **Approved**
MOVER: Mayor Pro Tem Dennis Alexander
SECONDER: Council Member Dave Pacheco
AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES: None
ABSENT: None

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

City Manager Malin encouraged everyone to vote on or before next Tuesday, June 6th. Council Member Pacheco invited the public to attend his hosted town hall meeting Monday June 5th at the Embassy Suites regarding the economic development of the City. Council Member Jones spoke to the details of the Monterey Peninsula Pride parade on June 19th. MontereyCountypride.com for more information. Council Member Campbell reported there was an increase of the tipping fees at the Landfill but is still the lowest in the region, maintaining competitiveness. Also the District approved a Pure Water Monterey project pipeline across the MRWMD property. Mayor Pro Tem Alexander reported the FOSPA meetings at Oldemeyer the last Monday of the month, that there are a lot of parks that do not have representation and encouraged residents that live near a park and want to help to attend. Tomorrow will be Seaside High Graduation at 1:30 PM. Mayor Rubio spoke to the MRWPCA meeting that showed how much water has been injected into the Seaside aquifer, three times the amount than ever before. He also noted that rationing was discussed, but the storage exceeds the demands so there is no rationing at this time. He further reported that the Oversight Board authorized the sale of two properties in the LRPMP. He also reported on the FORA Transition Task Force which discussed how to divvy up the responsibilities left when FORA sunsets.

11. ADJOURNMENT

On motion, the meeting was adjourned at 7:41 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: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: June 15, 2017

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 May 6, 2017 through June 2, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the periods of May 11, 2017 and May 25, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$2,687,796.05.

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, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

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

\$2,137,892.95 for payroll and benefits;
\$14,793.57 to Monterey Co. Conv/Visitor's Bureau for Mar 2017 TID
\$35,542.26 to PNC Equipment Finance for leased vehicles (2/26/17-5/25/17)

\$11,760.00 to The SPCA of Monterey Co. for March/April 2017 services
\$13,029.75 to Mark Thomas & Co. for WBUV prof svcs through 1/29/17
\$42,143.46 to MNS Engineers, Inc. for WBUV prof svcs Feb/March 2017
\$21,456.00 to Monterey Co. Emer. Communications Dept for FY 2017 NGEN Operations and Maintenance Q1/Q2
\$18,693.16 to Boys & Girls Club for Funds request #2 - 2017
\$17,505.71 to Public Safety Consulting, Inc. for PD investigation
\$28,117.50 to U.S. Bank for April 2017 CalCard expenditures
\$19,168.69 to California-American Water for May 2017 water consumption
\$51,161.17 to PNC Equipment Finance for Energy/IT equipment/PD vehicles
\$42,871.75 to Raimi & Associates for April 2017 general plan update

The remaining checks, totaling \$233,660.08 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.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: June 15, 2017

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE CITY'S CLASSIFICATION PLAN TO ADD THE CLASSIFICATIONS OF UTILITIES SUPERVISOR, MAINTENANCE AND UTILITIES WORKER II, MAINTENANCE AND UTILITIES WORKER III, SENIOR MAINTENANCE AND UTILITIES WORKER, ADMINISTRATIVE ASSISTANT, AND ADMINISTRATIVE ANALYST II AND ESTABLISHING THE SALARY FOR THE CLASSIFICATIONS

PURPOSE

The purpose of this item is to request the City Council approve a resolution adding the classifications of Utilities Supervisor, Maintenance and Utilities Worker II, Maintenance and Utilities Worker III, Senior Maintenance and Utilities Worker, Administrative Assistant, and Administrative Analyst II to the Classification Plan and establishing the salaries for the positions.

RECOMMENDATION

It is recommended that the City Council adopt the resolution modifying the Classification Plan and establishing the salaries for the recommended positions.

BACKGROUND

The City's management team continually evaluates staffing and the City's organizational structure. Staff recommends the addition of three new classifications, one to be filled in the near future and the other two positions to be added to the classification plan for future use.

Public	Works	Division:
The Public Works Division has determined a second field supervisor is needed to oversee the		

City's utilities. It is recommended that this position be filled in the next Fiscal Year. The proposed Utilities Supervisor will be responsible for supervising the Water, Sewer, and Storm Water Divisions. The existing Maintenance Field Supervisor will be responsible for supervising the Streets, Parks, Vehicle Maintenance, and Building Maintenance Divisions. The addition of a Utility Supervisor will improve the City's ability to comply with State reporting requirements for water and storm water, provide staff to ensure compliance with the provisions of Measure X (TAMC tax), perform new the reporting and tracking requirements under the POMA contract, and to reduce the span of control of the Maintenance Field Supervisor.

The top step annual salary for the Utilities Supervisor will be \$44.49 per hour, which is 10% higher than the Maintenance Field Supervisor as the later will be required to possess and maintain a complex set of certificates. This position is represented by the Seaside Managers and Supervisory Employees' Association.

In addition, in order to increase the efficiency, effectiveness, and responsiveness of the Maintenance and Utilities Division, it is recommended that the classifications of Maintenance and Utilities Worker II, Maintenance and Utilities Worker III, and Senior Maintenance and Utilities Worker be established. The Senior Maintenance and Utilities Worker job classification will be paid at \$33.03 per hour (top step) and will replace the Public Works Specialist and Parks Crew Chief job classifications. The Maintenance and Utilities Worker III will be paid at \$29.50 per hours (top step) and will replace the Public Works Maintenance Worker II, Water Systems Worker I, and Parks Maintenance Worker II classifications. Finally, the Maintenance and Utilities Worker II will be paid at \$26.52 (top step) and will replace the Public Works Maintenance Worker I and Parks Maintenance Worker I classifications. These positions are all represented to the Seaside City Employees' Association (LIUNA).

The new organizational structure of the Maintenance & Utilities Division does not change the way staff are allocated between the various divisions, but it does provide a better sense of teamwork, allows for more flexibility in job assignments, and enhances maintenance employees ability to gain additional skills which will enhance their ability to compete in promotional opportunities.

Administration

An Administrative Assistant and an Administrative Analyst II position are also recommended to be added to the classification plan. The Administrative Assistant would perform journey level administrative support duties for a department or division. The Administrative Analyst II is the next level above the Administrative Analyst I. This position would perform complex analytical duties for a department or division in a variety of areas including budget and contract administration, management analysis, and program evaluation.

The top step annual salary for the Administrative Analyst II will be set at \$90,259, which is 10% higher than the Administrative Analyst due to the level of complexity of the duties. Both of these positions will be represented by the Seaside Managers and Supervisory Employees' Association.

The Administrative Assistant will be represented by the Seaside City Employees' Association.

The annual salary will be set at \$25.09 which is the median of the salary survey market data from the survey conducted last fall.

FISCAL IMPACT

The addition of these job classifications to the City's Classification Plan does not have any direct fiscal impact. Any fiscal impact due to staff being placed in these classes has been incorporated in the Proposed Fiscal Year 2017/2018 Budget.

ATTACHMENTS

1. Resolution
 2. Utilities Field Supervisor Job Description
 3. Admin Assistant Job Description
 4. Administrative Analyst II Job Description
 5. M&U Worker II Job Description
 6. M&U Worker III Job Description
 7. Sr. M&U Worker
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Craig Malin, City Manager

RESOLUTION NO. 17-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING
THE CLASSIFICATION PLAN TO ADD THE POSITIONS OF UTILITIES SUPERVISOR,
MAINTENANCE AND UTILITIES WORKER II, MAINTENANCE AND UTILITIES
WORKER III, SENIOR MAINTENANCE AND UTILITIES WORKER, ADMINISTRATIVE
ASSISTANT, AND ADMINISTRATIVE ANALYST II**

WHEREAS, the City's Classification Plan of positions may be amended on recommendation of the City Manager and approval by the City Council; and

WHEREAS, there is a need to add the position these positions to the Classification Plan, create an appropriate position descriptions, and establish the salaries for the new classification; and

WHEREAS, the salaries for the new classifications will be as follows:

<u>Position</u>	<u>Step 5 Pay Rate</u>
Utilities Supervisor	\$44.49 per hour
Maintenance and Utilities Worker II	\$26.52 per hour
Maintenance and Utilities Worker III	\$29.50 per hour
Senior Maintenance and Utilities Worker	\$33.03 per hour
Administrative Assistant	\$25.09 per hour
Administrative Analyst II	\$90,259 per year

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the addition of these positions to the City's Classification.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of June by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk



UTILITIES FIELD SUPERVISOR

DEFINITION

Under general direction, plans, organizes, assigns, supervises, and reviews the work within the Maintenance and Utilities division; functional areas of responsibility include the Seaside County Sanitation District, Seaside Municipal Water System, and storm water division; provides responsible technical assistance to the Maintenance and Utilities Superintendent; performs a variety of technical tasks relative to the assigned functional area; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Maintenance and Utilities Superintendent. Exercises direct and general supervision over Maintenance and Utilities Division staff.

CLASS CHARACTERISTICS

This is the full supervisory-level class in the Maintenance and Utilities Worker class series. Responsibilities include planning, organizing, supervising, reviewing, and evaluating the work of maintenance staff either directly or through lead workers. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from the Maintenance and Utilities Field Supervisor in that certifications to operator the City's Water System and sewer system are required. This class is also distinguished from the Maintenance and Utilities Superintendent in that the latter has management responsibility for all public works maintenance services and operations of the City.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, assigns, supervises, and reviews the work of assigned staff in the installation, maintenance, and repair of City infrastructure, including Seaside Municipal Water System, Seaside County Sanitation District (SCSD) and storm water division; administers specialized projects and programs in area of assignment.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures, including standard operating procedures for assigned maintenance operations.
- Evaluates employee performance, counsels, and effectively recommends initial disciplinary action; assists in selection and promotion.
- Supervises and monitors the work of service contractors to ensure compliance with contract requirements.
- Trains staff in work and safety procedures and in the operation and use of equipment and supplies; implements procedures and standards.
- Answers questions and provides information to the public; investigates inquiries, concerns, and complaints; recommends corrective actions to resolve issues.

- Monitors operations and activities of the maintenance work unit; identifies opportunities for improving service delivery methods and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Determines and recommends equipment, materials, and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates; maintains a variety of records and prepares routine reports of work performance.
- Plans and lays out utility work projects; monitors and controls supplies and equipment; orders supplies and tools as necessary; prepares documents for equipment procurement; participates in the bid process for maintenance and repair projects.
- Supervises the use of and operation of tools, equipment, and vehicles; ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools and equipment.
- Inspects work in progress and completed work of assigned employees and contractors for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications.
- Inspects the assigned City utility infrastructures for safety violations; ensures that safety procedures are followed and that safety equipment is worn; makes periodic safety presentations to assigned staff.
- Assists engineering in the construction, and field inspection processes for Capital Improvement Program projects and private developments to ensure contractors' and developers' compliance with City standards; attends pre-construction meetings.
- Performs the most complex public works maintenance duties and provides technical assistance to crews.
- Troubleshoots complex operational and maintenance problems; corrects or directs the correction and repair of operational and/or equipment problems.
- Coordinates assigned services and activities with those of other divisions and outside agencies.
- Performs highly skilled construction, maintenance, and repair activities of City water utilities systems and facilities to ensure safe and efficient access for the public, including complex residential and commercial water meters, valve cans, meter boxes, and water distribution valves.
- Submits required water, sewer and storm drain reports to city staff and outside agencies.
- Performs the most complex water valve maintenance, including various types of lines and valves, locating and raising valves that are not exposed, operating automated machines to exercise valves on an annual basis, and updating records following the installation of new valves
- Performs water meter maintenance, including installing new meters, testing and repairing meters of various sizes, repairing leaks, and replacing meters as necessary; installs service lines for newly developed properties and accounts for the installation of meters for new homes; performs shut-downs of services, reads water meters as required.
- Cuts and assembles water pipes and water services; installs cathodic protection materials on water lines, water mains, valves, and water pipes.
- Uses valve-turning equipment to isolate and shut down pre-designated water lines for routine maintenance and in emergency situations; ensures proper shut-down of services by utilizing sounding equipment and flow rates; provides explanations to the public during shut-downs.
- Provides assistance to engineering department with operational input for engineering design.
- Provides staff assistance to the Maintenance and Utilities Superintendent; prepares and presents staff reports and other written materials; supervises the preparation and maintenance of related reports, records, and files; ensures the proper documentation of operations and activities.
- Oversees safety programs and training for the assigned functional areas and work groups; assists in action planning for safety programs; implements and monitors risk management plans regarding hazardous materials; responds to workers' compensation issues.
- Responds to emergency situations as necessary.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of public works maintenance and operations program development and administration.
- Supervisory Control and Data Acquisition (SCADA) programming and repair.
- Principles, practices, equipment, tools, and materials of construction, maintenance, and repair of public works infrastructure.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Basic principles and practices of budget development, administration, and accountability.
- Principles and practices of contract administration and evaluation.
- Safety principles, practices, procedures, and equipment related to the work, including the handling of hazardous chemicals.
- The operation and maintenance of a variety of hand and power tools, vehicles, and power equipment.
- Basic hydraulics and mathematics.
- Safe driving rules and practices.
- Modern office practices, methods, and computer equipment and applications.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles, practices, tools, and materials for repairing water systems, roadways, , sewer systems, concrete repair, as well as stormwater and drainage systems, including concrete and open channels, drains, detention basins, drop inlets, and related facilities, systems, and appurtenances.

Ability to:

- Safely operate the City's potable water system with minimal oversight.
- Safely operate the sewer collection system for the SCSD with minimal oversight.
- Participate in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Supervise, train, plan, organize, schedule, assign, review, and evaluate the work of staff.
- Organize, implement, and direct assigned maintenance and operations activities.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.
- Understand, interpret, and successfully communicate both orally and in writing pertinent department policies and procedures.
- Identify problems, research and analyze relevant information, develop and present recommendations, and justification for solution.
- Perform the most complex maintenance and operations duties and operate related equipment safely and effectively.
- Develop cost estimates for supplies and equipment.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Establish and maintain a variety of manual and computerized files, record keeping, and project management systems.
- Read, and interpret, drawings, blueprints, maps, and specifications.
- Make sound, independent decisions within established policy and procedural guidelines.

- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and equipment required for the work; perform routine equipment maintenance.
- Assist in mixing and applying herbicides and pesticides.
- Make accurate arithmetic calculations.
- Operate specialized construction and maintenance light to heavy vehicles and equipment.
- Operate modern office equipment including computer equipment and software programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Cooperatively and effectively work with other crewmembers in a team environment.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Maintain and repair sewer and water systems, asphalt pavement, concrete repair, as well as stormwater and drainage systems, including concrete and open channels, drains, detention basins, drop inlets, and related facilities, systems, and appurtenances.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Equivalent to the completion of the twelfth (12th) grade, and five (5) years of skilled maintenance program experience in assigned area, two (2) of which should be in a supervisory capacity.

Licenses and Certifications:

- Possession of a Class B driver's license with proper endorsements or obtain within twelve months of hire.
- Possession of a valid Grade II Water Distribution certificate.
- Possession of a valid Grade I Water Treatment certificate.
- Possession of a valid Cross Connection Control Specialist certificate or obtain within twelve months of hire.
- Possession of a valid Grade I Sewer certificate or obtain within twelve months of hire
- Possession of a valid Backflow Certification is desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to work in and around City streets, storm drains, sanitary systems and related facilities; strength, stamina, and mobility to perform light to heavy physical work, to work in confined spaces, around machines, to climb and descend ladders, to operate varied hand and power tools and equipment, and to operate a motor vehicle and visit various City and meeting sites; vision to read printed materials and a computer screen; color vision to read gauges and identify appurtenances; and hearing and speech to communicate in person and over the telephone or radio. The job involves frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work in and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 75 pounds, or heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Employees partly work in an office environment and partly work in and around public works infrastructure, water, sewer and storm drain systems, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and/or holidays.



MARCH 2016
FLSA: NON-EXEMPT

ADMINISTRATIVE ASSISTANT

DEFINITION

Under general supervision, performs a variety of administrative, secretarial, and office support duties of requiring thorough knowledge of the department, its procedures, and operational details; provides administrative support to management and departmental staff; composes and prepares correspondence using judgment in content and style; performs skilled word processing, data entry, and typing; provides information to the public and staff; provides assistance for a wide variety of assignments related to administration of budgets, contracts, research projects, and department programs; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory and managerial staff. Exercises no supervision to staff.

CLASS CHARACTERISTICS

This is the journey-level class in the administrative assistant series. Incumbents at this level are capable of performing complex administrative and office support duties, including taking and transcribing meeting minutes and assisting in department-related projects and programs. Employees at this level are required to be fully trained in all procedures related to the assigned area(s) of responsibility, working with a high degree of independent judgment, tact, and initiative. This class is distinguished from the Senior Administrative Assistant in that the latter provides complex administrative support to an assigned department head, oversees the workflow of the office, and provides direct supervision over lower-level support staff.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides administrative support to managers and departmental staff by assisting with duties of a complex nature; acts as a liaison between management and other staff or the public.
- Organizes and carries out administrative assignments; researches, compiles, and organizes information and data from various sources on a variety of specialized topics related to programs in assigned area; checks and tabulates standard mathematical or statistical data; prepares and assembles reports, manuals, articles, announcements, and other informational materials.
- Composes, types, edits, and proofreads a variety of complex documents, including forms, memos, administrative, statistical, financial, and staff reports, and correspondence for department staff from rough draft, handwritten copy, verbal instructions, or from other material using a computer; inputs and retrieves data and text using a computer terminal; checks draft documents for punctuation, spelling, and grammar; makes or suggests corrections.
- Prepares and processes reports, forms, and records, such as payroll, requests for payments, purchase orders, invoices, requests for proposals, bid packages, contracts and agreements, drafts of notices, resolutions, determination, and mailing lists.

- Screens calls, visitors, and incoming mail; receives and responds to calls received; provides information to the public, including contractors and vendors, by phone or in person to ensure contract compliance and an understanding of department and City policies and procedures; listens to questions and interprets and applies regulations, policies, procedures, systems, rules, and precedents according to existing guidelines; responds to citizen and staff inquiries and complaints; refers citizens to the appropriate department source; coordinates or resolves problems of a moderate nature when appropriate.
- Schedules and/or coordinates meetings, seminars, conferences, events, and training sessions for department staff; maintains calendars and makes meeting arrangements such as set up and materials; acts as meeting and/or committee secretary including preparing agendas and informational packets, and taking and transcribing minutes for assigned boards and commissions.
- Assists or administers assigned department projects and/or programs as assigned by management staff; provides assistance to department staff in various research and department-related projects.
- Develops and implements file, index, tracking, and record-keeping systems; researches records within areas of assigned responsibility to prepare reports and provides follow-up information to customer and staff inquiries.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies departmental and program policies and procedures in determining completeness of applications, records, and files.
- Monitors and orders office and other related supplies; prepares, processes, and tracks purchase requisitions for services and materials; receives vendor invoices; prepares request for payment for department head approval.
- Acts as a department representative within community groups to relay or obtain relevant information regarding departmental activities; updates website with departmental news and activities.
- Coordinates and integrates department services and activities with other City departments and outside agencies.
- Operates a variety of standard office equipment, including job-related computer hardware and software applications, copiers, postage meters, facsimile machines, and multi-line telephones; may operate other department-specific equipment.
- May maintain department personnel files, including processing personnel action forms and sensitive/confidential personnel issues, preparing supervisor generated performance evaluation forms, processing accident/incident/workers' compensation claim forms, filing pertinent documents, maintaining files in a secure location, and providing information to supervisors and managers.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and function of public agencies, including the role of an elected City Council and appointed boards and commissions.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Modern office administrative and secretarial practices and procedures, including the use of standard office equipment.
- Business letter writing and the standard format for reports and correspondence.
- Principles and practices of data collection and report preparation.
- Computer applications related to the work, including word processing, web design, database, and spreadsheet applications.
- Business mathematics and basic statistical techniques.
- Record keeping principles and procedures.

- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Perform responsible administrative and secretarial support work with accuracy, speed, and general supervision.
- Provide varied and responsible secretarial and office administrative work requiring the use of tact and discretion.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Interpret, apply, and explain administrative and departmental policies and procedures.
- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Compose correspondence and reports independently or from brief instructions.
- Make accurate mathematical, financial, and statistical computations.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of twelfth (12th) grade supplemented by college-level coursework and/or technical training in secretarial science and/or office administrative support and two (2) years of responsible secretarial experience.

Licenses and Certifications:

- None.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



MARCH 2016
FLSA: EXEMPT

ADMINISTRATIVE ANALYST II

DEFINITION

Under general supervision or direction, provides administrative, budgetary, grant, and work-flow support to assigned departmental projects and programs; analyzes programmatic practices and procedures and makes recommendations for organizational, operational, policy, and procedural improvements; conducts needs analyses, feasibility studies, and evaluations for assigned projects and programs; develops, summarizes, and maintains administrative and fiscal records; fosters cooperative working relationships among City departments and acts as liaison with various community, public, and regulatory agencies; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from assigned supervisory or management personnel. Exercises no direct supervision over staff. May provide technical and functional direction to lower-level staff.

CLASS CHARACTERISTICS

This is the fully competent-level class in the Administrative Analyst series. Incumbents develop and implement policies and procedures for a variety of projects and programs within an assigned department, including budget administration, contract administration, management analysis, and program evaluation. Incumbents support the work of departmental management staff by conducting day-to-day administrative support activities and by providing a professional-level resource for organizational, managerial, and operational analyses and studies. The work has technical and programmatic aspects requiring the interpretation and application of policies, procedures, and regulations and may involve frequent contact with the public. Positions at this level are distinguished from the I level by the performance of the full range of duties as assigned, working independently, and exercising a higher level of judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from Senior Administrative Analyst in that the latter is responsible for technical and functional supervision of lower-level administrative support staff and is capable of performing the most complex duties assigned to the department.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems for the department to which assigned.
- Participates in and oversees the development and administration of departmental budgets; monitors revenues and expenditures; identifies and recommends resolutions for budgetary problems.
- Coordinates and performs professional-level administrative and programmatic work in such areas as budget development, financial administration and reporting, grants, purchasing, database management, contract administration, management analysis, public information, and program evaluation.

- Plans, oversees, and administers highly complex department-specific programs and projects; develops and manages program budgets, including revenue projections, multi-year cash flow analysis, cost containment, and grant funds disbursement; directs all aspects of assigned programs, including legal and regulatory compliance to avoid substantial fines; receives, reviews, and organizes program applications; ensures that awards stay within funding limits; participates on various committees and may present committee recommendations to the City Council; sends award letters to program applicants; represents the City to applicants.
- Serves as a liaison to employees, public, and private organizations, community groups, and other organizations; provides information and assistance to the public regarding the assigned programs and services; receives and responds to complaints and questions relating to assigned area of responsibility; reviews problems and recommends corrective actions.
- Participates in the development and implementation of new or revised programs, systems, procedures, and methods of operation; compiles and analyzes data and makes recommendations regarding staffing, equipment, and facility needs.
- Conducts a variety of analytical and operational studies regarding departmental and programmatic activities, including complex financial, budget, personnel, operational, or administrative issues or questions; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative, and/or operational changes after approval; prepares comprehensive technical records and reports, identifies alternatives, and makes and justifies recommendations.
- Assists with and coordinates and organizes community events; represents City to residents in explaining City policies; provides outreach and public education programs to the community.
- Participates on a variety of interdisciplinary committees and commissions and represents the City to a variety of community and stakeholder groups.
- May assist in the development and reporting of alternate funding sources and ensures compliance with Federal, State, City, and funding agency and City accounting and reporting requirements and applicable laws, regulations, and professional accounting practices.
- Prepares and submits City Council agenda reports and various other commission, committee, and staff reports, resolutions, ordinances, and correspondence regarding assigned activities.
- Confers with other management staff regarding provision of administrative and support services, including contracts, agreements, and grant reporting.
- Maintains accurate records and files; develops storage of records and retention schedules.
- Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups and representatives of various organizations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of municipal management and government.
- Basic principles, practices, and procedures of funding sources and grant funds disbursement.
- Project and/or program management, analytical processes, and report preparation techniques; municipal programs such as, but not limited to, purchasing, finance, budgeting, and other related governmental programs.
- Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.
- Basic principles and practices of public administration as applied to operational unit and program administration.
- Research and reporting methods, techniques, and procedures.
- Sources of information related to a broad range of municipal programs, services, and administration.

- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Public relations techniques.
- Principles and practices of contract administration and evaluation; and public agency budget development and administration, and sound financial management policies and procedures.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Assist in the development of goals, objectives, policies, procedures, and work standards for the department.
- Coordinate and oversee programmatic administrative, budgeting, and fiscal reporting activities.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Plan and conduct effective management, administrative, and operational studies.
- Plan, organize, and carry out assignments from management staff with minimal direction.
- Conduct research on a wide variety of administrative topics including grant funding, contract feasibility, budget and staffing proposals, and operational alternatives.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate and maintain modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Three (3) years of professional administrative experience in municipal government, or two (2) years of experience equivalent to Administrative Analyst I at the CITY.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



October 2016
FLSA: NON-EXEMPT

MAINTENANCE & UTILITIES WORKER II

DEFINITION

Under general supervision, performs a variety of semi-skilled and skilled maintenance work in the construction, modification, maintenance, repair and operation of City infrastructure, including streets, structures, stormwater drains, sewer system, water supply and distribution systems, street signs and striping, traffic medians, parks, sports fields, and other City facilities and landscaped areas; and performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direct or general supervision from the Maintenance and Utilities Field Supervisor. May be responsible for directing the field work of temporary laborers.

CLASS CHARACTERISTICS

This is the journey-level class in the public works maintenance series that performs the full range of duties required to ensure that City infrastructure, systems, and facilities to which assigned, are maintained in a safe and effective working condition and provide the highest level of safety for public use. Responsibilities include inspecting and attending to assigned areas in a timely manner, and performing a wide variety of tasks in the maintenance and repair of assigned facilities and systems.

Positions at this level are distinguished from the Level III in that the latter is an advanced journey level performing the more complex duties as assigned, working independently and exercising judgment and initiative. Positions at the level III may be assigned as a lead for a Maintenance and Utilities crew and Temporary Laborers. Incumbents in the Level III receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

When performing the parks/landscape maintenance assignment:

- Performs preventative landscape, turf, parks, grounds, median strips, on a scheduled basis; including litter removal; graffiti abatement, hard surface sweeping/blowing, leaf removal, mulching, planting, trimming, edging, fertilizing and mowing, and integrated pest management.
- Installs, repairs, and replaces landscape irrigation systems; installs, adjusts, maintains, and repairs electronic timers, and repairs electronic and hydraulic valves and controllers; replaces and repairs a wide variety of sprinkler heads and lines by removing, disassembling, and replacing worn or broken parts.

- Performs tree trimming and removal services, including pruning branches, grinding tree stumps to ground level, and removing trees safely and efficiently.
- Repairs and constructs, structures, and retaining walls; repairs, fabricates, and replaces park and playground equipment.
- Inspects City premises for graffiti vandalism; uses appropriate equipment to remove graffiti.
- Operates and maintains a variety of hand and power landscaping tools and equipment, including hand and power mowers, small tractors, spreaders, edgers, blowers, hedge trimmers, weed eaters, chainsaws, rakes, shovels, brooms and other tools.
- Maintains accurate logs and records of work performed and materials and equipment used.

When performing the facilities maintenance assignment:

- Locks and unlocks restroom facilities at parks and fields; picks up trash and maintains recreational areas such as tennis and basketball courts, childcare buildings, and other areas as assigned.
- Performs maintenance activities of all municipal facilities including buildings, parks, and fields.
- Performs custodial activities including sweeping, scrubbing, mopping, stripping, waxing, and polishing floors; vacuums and sweeps rugs and carpets.
- Cleans, dusts, and vacuums offices, meeting rooms, kitchen areas, and other facilities as assigned.
- Cleans and disinfects restroom facilities, including sinks, toilets, and urinals; fills dispensers with towels, soap, toilet paper, and other items; washes mirrors, tile, walls, and windows; unclogs drains and toilets.
- Performs minor maintenance to buildings and adjacent grounds; replaces light bulbs; cleans tables, chairs, and other furniture.
- Moves and arranges furniture and equipment; prepares rooms and other facilities for special events or meetings as assigned; sets up and assembles chairs, tables, and other furniture and equipment; cleans up furniture, equipment, and debris following events.
- Locks and unlocks doors, gates, and windows as appropriate; turns lights on and off as needed; maintains security of assigned areas according to established guidelines; sets alarms as appropriate.
- Reports safety, sanitary, and fire hazards to appropriate personnel; reports need for maintenance and repairs to appropriate authority.
- Operates custodial equipment such as vacuums, mops, small hand and power tools, buffer/scrubber machines, and other equipment as assigned.

When performing the concrete/asphalt maintenance assignment:

- Performs construction, maintenance, and repair activities of City streets and roadways to ensure safe and efficient access for the public, including alleys, sidewalks, curbs and gutters, roadway base and sub-base, guard rails, asphalt pavement, crack seal application, concrete repair, traffic and street sign installation, repair, and reflectivity, and pavement markings.
- Participates in asphalt maintenance, including demolition and preparation of areas to be resurfaced; applying, raking, compacting, and paving appropriate materials to the surface, and cleaning up area.
- Participates in the sealing of cracks, including cleaning and preparing surfaces with the appropriate equipment and applying crack sealing material and applicable chemicals to the surface.
- Participates in concrete maintenance, including attending to trip hazards, demolishing and removing concrete, and forming, pouring, and finishing sidewalks, handicapped ramps, curbs, and gutters.

- Operates construction and concrete cutting and breaking equipment such as a jackhammer; constructs concrete forms, pours concrete, and assists in finishing concrete and masonry work.

When performing the traffic/graffiti/street maintenance assignment:

- Provides installation, maintenance, and repair of traffic signs, including making signs, and installing sign posts and signs in accordance with federal, state, and City codes.
- Inspects City premises for graffiti vandalism; uses appropriate equipment to remove graffiti.
- Participates in the fabrication and repair of City signs including street name signs and sign posts; installs and maintains municipal sign posts, signs, and pavement markings. Performs legend painting and striping of City streets and parking lots using appropriate materials.
- Manually removes debris and other materials from streets as necessary, removing obstructions from the sweeper's path, and removing objects from other inaccessible areas.
- Receives and responds to requests from other City Departments, City staff, and the general public for emergency clean-up, including requests to remove debris, garbage, glass, and other materials from accident sites and other areas

When performing the water systems sewer, and stormwater/drainage maintenance assignment:

- Performs inspection, construction, maintenance, and repair activities of City water supply and distribution systems and facilities to ensure safe and efficient access for the public.
- Tests, replaces, maintains and repairs, meters, pumps, valves and hydrants.
- Reads meters and disconnects and turns on service to customers as necessary.
- Operates specialized vehicles and a variety of light, medium, and heavy equipment related to the maintenance and repair of the City's water, sewer, and storm water system infrastructure.
- Operates and maintains the City's close circuit television system and equipment used to monitor and perform preventative maintenance in the sewer system.
- Cleans sewer lines in the water system by means of hydro cleaning and rodding.
- Notifies residents of system work, which may affect their lines, and cooperates with other agencies on repairs.
- Performs a variety of duties in the maintenance of drainage structures to ensure efficient drainage, including inspecting, repairing, and replacing structures.
- Performs concrete and open channel maintenance, including inspecting and repairing stormwater conveyance systems, removing/abating weeds and other invasive vegetation, removing sediments, debris, and trash, applying site delineation, best management practices, and erosion control before, during, and after maintenance activities, and keeping in compliance with applicable federal, state, and local water regulatory laws and regulations.
- Ensures regulatory requirements related to the water system operations and maintenance are met on a consistent and ongoing basis.

When performing all assignments:

- Inspects assigned City infrastructure for safety issues, structural integrity, and possible future work projects and programs, and appropriately marks areas that need to be repaired.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment related to the construction, maintenance, and repair of construction systems and facilities.
- Operates a variety of hand and power tools and equipment related to work assignment as instructed.
- Observes safe work methods and makes appropriate use of related safety equipment as required.

- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment at the close of the workday.
- Installs street barricades and cones and controls traffic around work sites and special events to ensure safe conditions for the general public and City workers.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Maintains accurate logs and records of work performed and materials and equipment used.
- Participates in emergency Public Works repairs and maintenance including work in other sections of the Department.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles, practices, tools, and materials as they relate to the maintenance and repair of infrastructure, facilities, systems, and appurtenances similar to those in a municipal environment.
- Basic mathematics.
- Safe driving rules and practices.
- Basic computer software related to work.
- Principles, practices, tools, and materials for maintaining and repairing streets and roadways, as well as stormwater and drainage systems and facilities, systems, and appurtenances.
- Traffic control procedures and traffic sign regulations.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and light to heavy power equipment.
- Operational characteristics of specialized construction maintenance and repair equipment.
- Occupational hazards and safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Applicable federal, state, and local laws, codes, and regulations.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Perform basic construction, modification, maintenance, and repair work.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Make accurate arithmetic calculations.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and light to heavy equipment required for the work.
- Perform routine equipment maintenance.
- Maintain accurate logs, records, and basic written records of work performed.
- Understand and follow oral and written instructions.
- Organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Perform construction, modification, maintenance and repair work on streets and roadways as well as stormwater and drainage systems and facilities, and related facilities, systems, and appurtenances.

- Perform assigned maintenance and repair duties with accuracy, speed, and minimal supervision.
- Operate specialized construction maintenance and repair equipment.
- Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Set up and operate traffic area construction zones, including cones, barricades, and flagging.
- Locate underground utilities by use of blue prints and electronic locating equipment in accordance with Underground Service Alert (USA) regulations.
- Read, interpret, and apply technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.
- Follow department policies and procedures related to assigned duties.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade, and two (2) years of experience in construction, maintenance, and/or repair of parks, streets and roadways, stormwater, drainage, water, sewer systems, traffic signs, and/or related facilities, systems, and appurtenances.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 100 pounds, or heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with challenging staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.



October 2016
FLSA: NON-EXEMPT

MAINTENANCE & UTILITIES WORKER III

DEFINITION

Under general supervision, performs complex tasks and a variety of semi-skilled and skilled maintenance work in the construction, modification, maintenance, repair and operation of City infrastructure, including streets, structures, storm water drains, water supply and distribution systems, street signs and striping, traffic medians, parks, sports fields, sanitary systems, and other City facilities and landscaped areas; and performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direct or general supervision from the Maintenance and Utilities Field Supervisor. May be responsible for directing the field work of Maintenance and Utilities Worker I's, II's and Temporary Laborers.

CLASS CHARACTERISTICS

This is the advanced, journey-level class in the public works maintenance and utilities series that performs the more complex duties required to ensure that City infrastructure, systems, and facilities to which assigned, are maintained in a safe and effective working condition and provide the highest level of safety for public use. Responsibilities include inspecting and attending to assigned areas in a timely manner, and performing a wide variety of tasks in the maintenance and repair of assigned facilities and systems. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

This class is distinguished from the Maintenance and Utilities Worker II as positions at Level III are performing the more complex duties as assigned, working independently and exercising judgment and initiative. Positions at Level III may be assigned as a lead for a Maintenance and Utilities Crew and Temporary Laborers. Incumbents in the Level III receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from Senior Maintenance Worker in that the latter has responsibility for assigning and directing the work of staff and individually, is capable of performing the most complex duties assigned to the division.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

When performing the parks/landscape maintenance assignment:

- Performs preventative landscape, turf, parks, grounds, median strips, on a scheduled basis; including litter removal; graffiti abatement, hard surface sweeping/blowing, leaf removal,

mulching, planting, trimming, edging, fertilizing and mowing, and integrated pest management; chemical, and manual weed abatement.

- Repair and maintain parks, street landscaping, recreation equipment and facilities and other right-of-ways.
- Plant, water and maintain landscaped areas consisting of turf, bushes, trees, flowers and shrubs; trim and prune bushes, trees and shrubs; stake trees as necessary; water, mow, weed, renovate and aerate turf; edge and trim around fence lines.
- Identify turf, shrub and tree diseases, parasites and other problems; apply herbicides, fungicides, pesticides and fertilizers safely and accurately; maintain records of fertilizers and chemicals used.
- Assist in the installation, maintenance and repair of irrigation systems; adjust and maintain timers and controllers; repair sprinkler heads and lines; install and test backflow devices.
- Repair, maintain, replace and install recreation equipment in parks; repair park fences, hand railings, benches and tables.
- Prepare for various special events; set up equipment including bleachers, tables and chairs.
- Installs, repairs, and replaces landscape irrigation systems; installs, adjusts, maintains, and repairs electronic timers, and repairs electronic and hydraulic valves and controllers; replaces and repairs a wide variety of sprinkler heads and lines by removing, disassembling, and replacing worn or broken parts.
- Performs tree trimming and removal services, including pruning branches, grinding tree stumps to ground level, and removing trees safely and efficiently.
- Repairs and constructs, structures, and retaining walls; repairs, fabricates, and replaces park and playground equipment.
- Operates and maintains a variety of hand and power landscaping tools and equipment, including hand and power mowers, small tractors, spreaders, edgers, blowers, hedge trimmers, weed eaters, chainsaws, rakes, shovels, brooms and other tools.
- Maintains accurate logs and records of work performed and materials and equipment used; provides reports to proper parties in timely fashion.

When performing the facilities maintenance assignment:

- Locks and unlocks restroom facilities at parks and fields; picks up trash and maintains recreational areas such as tennis and basketball courts, childcare buildings, and other areas as assigned.
- Performs maintenance activities of all municipal facilities including buildings, parks, and fields.
- Cleans kitchen areas, and other facilities as assigned.
- Cleans and disinfects restroom facilities, including sinks, toilets, and urinals; fills dispensers with towels, soap, toilet paper, and other items; washes mirrors, tile, walls, and windows; unclogs drains and toilets.
- Performs minor maintenance to buildings and adjacent grounds.
- Locks and unlocks doors, gates, and windows as appropriate; turns lights on and off as needed; maintains security of assigned areas according to established guidelines; sets alarms as appropriate.
- Reports safety, sanitary, and fire hazards to appropriate personnel; reports need for maintenance and repairs to appropriate authority.
- Operates custodial equipment such as vacuums, mops, small hand and power tools, and other equipment as assigned.

When performing the concrete/asphalt maintenance assignment:

- Performs construction, maintenance, and repair activities of City streets and roadways to ensure safe and efficient access for the public, including alleys, sidewalks, curbs and gutters,

roadway base and sub-base, guard rails, asphalt pavement, crack seal application, concrete repair, traffic and street sign installation, repair, and reflectivity, and pavement markings.

- Participates in asphalt maintenance, including demolition and preparation of areas to be resurfaced; applying, raking, compacting, and paving appropriate materials to the surface, and cleaning up area.
- Participates in the sealing of cracks, including cleaning and preparing surfaces with the appropriate equipment and applying crack sealing material and applicable chemicals to the surface.
- Participates in concrete maintenance, including attending to trip hazards, demolishing and removing concrete, and forming, pouring, and finishing sidewalks, handicapped ramps, curbs, and gutters.
- Operates construction and concrete cutting and breaking equipment such as a jackhammer; constructs concrete forms, pours concrete, and assists in finishing concrete and masonry work.

When performing the traffic/graffiti/street sweeping maintenance assignment:

- Provides installation, maintenance, and repair of traffic signs, including making signs, and installing sign posts and signs in accordance with federal, state, and City codes.
- Participates in the fabrication and repair of City signs including street name signs and sign posts; installs and maintains municipal sign posts, signs, and pavement markings.
- Inspects City premises for graffiti vandalism; uses appropriate equipment to remove graffiti.
- Performs legend painting and striping of City streets and parking lots using appropriate materials.
- Operates street sweeping equipment for the purpose of cleaning City streets, gutters, alleyways, parking lots, and other assigned facilities and public areas, in the absence of the Street Sweeper Operator.
- Manually removes debris and other materials from streets as necessary, removing obstructions from the sweeper's path, and removing objects from other inaccessible areas.
- Receives and responds to requests from other City Departments, City staff, and the general public for emergency clean-up, including requests to remove debris, garbage, glass, and other materials from accident sites and other areas

When performing the water systems, sewer, and storm water drainage maintenance assignment:

- Performs inspection, construction, maintenance, and repair activities of City water supply and distribution systems and facilities to ensure safe and efficient access for the public.
- Tests, replaces, maintains and repairs, meters, pumps, valves and hydrants.
- Operates specialized vehicles and a variety of light, medium, and heavy equipment related to the maintenance and repair of the City's water, sewer, and storm water system infrastructure.
- Operates and maintains the City's close circuit television system and equipment used to monitor and perform preventative maintenance in the sewer system.
- Cleans sewer lines in the water system by means of hydro cleaning and rodding.
- Notifies residents of system work, which may affect their lines, and cooperates with other agencies on repairs.
- Performs a variety of duties in the maintenance of drainage structures to ensure efficient drainage, including inspecting, repairing, and replacing structures.
- Performs concrete and open channel maintenance, including inspecting and repairing stormwater conveyance systems, removing/abating weeds and other invasive vegetation, removing sediments, debris, and trash, applying site delineation, best management practices, and erosion control before, during, and after maintenance activities, and keeping in compliance with applicable federal, state, and local water regulatory laws and regulations.

- Ensures regulatory requirements related to the water system operations and maintenance are met on a consistent and ongoing basis.
- Execute collection and input of data into the recordkeeping system and/or other computer application.
- Locates, inspects and tests existing backflow prevention devices and water meters; repairs and installs backflow assemblies and meters.
- Investigates to determine cross-connection hazards; advises consumers on District cross-connection control ordinance and regulations.
- Maintains accurate service records of tests and repairs of backflow devices and water meters.

When performing all assignments:

- Assists in providing lead work direction and training for field crews, and fully participates in performing the most complex construction and maintenance projects relative to the area of assignment.
- Inspects assigned City infrastructure for safety issues, structural integrity, and possible future work projects and programs, and appropriately marks areas that need to be repaired.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment related to the construction, maintenance, and repair of construction systems and facilities.
- Operates a variety of hand and power tools and equipment related to work assignment as instructed.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment at the close of the workday.
- Installs street barricades and cones and controls traffic around work sites and special events to ensure safe conditions for the general public and City workers.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Maintains accurate logs and records of work performed and materials and equipment used.
- Participates in emergency Public Works repairs and maintenance including work in other sections of the Department.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles, practices, tools, and materials as they relate to the maintenance and repair of infrastructure, facilities, systems, and appurtenances similar to those in a municipal environment.
- Basic mathematics.
- Safe driving rules and practices.
- Basic computer software related to work.
- Operations, services and activities of a parks maintenance program.
- Methods, procedures and materials used in the maintenance of parks and landscaped areas.
- Use and operation of hand tools and equipment required in the general maintenance of parks. Safe application of herbicides, fungicides and pesticides.
- Principles and practices of trimming and pruning trees and shrubs.

- Principles, practices, tools, and materials for maintaining and repairing streets and roadways, as well as water and stormwater and drainage systems and facilities, systems, and appurtenances.
- Traffic control procedures and traffic sign regulations.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and light to heavy power equipment.
- Operational characteristics of specialized construction maintenance and repair equipment.
- Occupational hazards and safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Applicable federal, state, and local laws, codes, and regulations.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Lead and train others; participate in a full range of advanced, skilled field operations construction, maintenance activities.
- Perform basic construction, modification, maintenance, and repair work.
- Perform a variety of parks maintenance and repair functions to include monitoring and maintaining assigned landscaped areas including turf, trees and bushes.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Read and interpret construction drawings, blueprints, maps, and specifications.
- Make accurate arithmetic calculations.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and light to heavy equipment required for the work.
- Perform routine equipment maintenance.
- Maintain accurate logs, records, and basic written records of work performed.
- Understand and follow oral and written instructions.
- Organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Perform construction, modification, maintenance and repair work on streets and roadways as well as stormwater and drainage systems and facilities, and related facilities, systems, and appurtenances.
- Perform assigned maintenance and repair duties with accuracy, speed, and minimal supervision.
- Operate specialized construction maintenance and repair equipment.
- Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Set up and operate traffic area construction zones, including cones, barricades, and flagging.
- Locate underground utilities by use of blue prints and electronic locating equipment in accordance with Underground Service Alert (USA) regulations.
- Read, interpret, and apply technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.
- Follow department policies and procedures related to assigned duties.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade, and three (3) years of experience in construction, maintenance, parks, and/or repair of streets and roadways, stormwater, drainage, water, sewer systems, traffic signs, and/or related facilities, systems, and appurtenances.

Licenses and Certifications:

Required:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- A valid class B driver's license with the appropriate endorsements and satisfactory driving record is required within 12 months of hire.

Plus one of the following certificates:

- A valid Qualified Application License, "B" or "C;" or
- A valid Water Distribution System Operator Grade II and Water Treatment Grade I; or
- A valid Collections I certificate; or
- Backflow Tester certification.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 100 pounds, or heavier weights with the use of proper equipment and/or assistance from another person.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with challenging staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.



October 2016
FLSA: NON-EXEMPT

SENIOR MAINTENANCE AND UTILITIES WORKER

DEFINITION

Under general supervision, leads, trains, oversees, and participates in the more complex and difficult work of a crew responsible for providing construction, maintenance, and repair to assigned City infrastructure, including City buildings and facilities, streets, sidewalks, parks equipment and amenities,, recreational areas and trails, traffic signage and striping, graffiti abatement, storm drains, and sanitary sewers; sets priorities and directs the work of assigned staff on a project or day-to-day basis; performs routine to complex maintenance and repair work in an assigned area; provides technical and specialized assistance to the assigned management and supervisory staff; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Maintenance and Utilities Field Supervisor. Exercises technical and functional supervision over and provides training to Maintenance and Utilities staff.

CLASS CHARACTERISTICS

The incumbents in this specialist classification, serve as a lead worker and assist the supervisor by providing direction to work crews in the field and assisting in evaluation of the crews. The employee is assigned projects by the supervisor, but has considerable flexibility in determining the timing, work process, and specific steps of each project and performs a wide range of skilled construction, modification, maintenance, and repair duties required to ensure that City infrastructure, systems, and facilities to which assigned are maintained in effective working condition and provide the highest level of safety for public use. Responsibilities include inspecting and attending to assigned areas in a timely manner, and performing a wide variety of highly skilled tasks in the maintenance and repair of assigned facilities and systems. Incumbents are expected to work independently and exercise judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

This class is distinguished from the Maintenance and Utilities Worker III as the Level III position acts as a lead worker in the field, but does not assign or direct the work of staff. This class is distinguished from the Maintenance and Utilities Field Supervisor in that the latter is the full supervisory-level class in the series responsible for organizing, assigning, supervising and reviewing the work of assigned staff involved in maintenance operations.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

When performing the parks/landscape maintenance assignment:

- Performs a wide variety of maintenance, repair, and installation work in the City infrastructure, systems, and facilities to which assigned, including parks, landscaping, parks equipment, park amenities, and recreation trails.
- Supervises and performs general maintenance, and repairs to parks recreation equipment, and furnishings of parks and other City landscaped areas, keeping schedules and repair records.

When performing the building, facilities, streets, sewer, and storm water draining maintenance assignment:

- Performs a wide variety of maintenance, repair, and installation work in the City infrastructure, systems, and facilities to which assigned, including buildings and facilities, streets, sidewalks, curbs and gutters, roadway base and sub-base, guard rails, asphalt pavement, crack seal application, concrete repair, traffic and street sign installation, repair, and reflectivity, pavement markings, and/or sewer, stormwater and drainage systems and facilities.

When performing all assignments:

- Provides technical and functional supervision to assigned Maintenance and Utilities staff; reviews and controls quality of work; participates in performing routine to complex and specialized maintenance and repair work on assigned City public works infrastructure.
- Plans, schedules, prioritizes, and assigns maintenance and repair work in consultation with the Maintenance and Utilities Field Supervisor; communicates status of repairs to appropriate personnel, working cooperatively to schedule repairs in accordance with established and special operational priorities; instructs staff in work procedures.
- Trains employees in work methods, use of tools and equipment, and relevant safety precautions.
- Inspects assigned City infrastructure, facilities, systems, and appurtenances for maintenance needs and recommends appropriate actions; assists in developing work plans, procedures, and schedules.
- Estimates costs of construction and maintenance work, supplies, equipment, and materials; orders supplies and equipment for work projects; maintains records of purchase orders; assists in developing budget figures for the division; monitors expenditures.
- Inspects and evaluates work in progress and upon completion to assure that repairs, maintenance, and project activities are performed in accordance with City standards and specifications.
- Assists in coordinating, overseeing and personally participating in all assigned maintenance programs.
- Inspects various public works improvement activities and private developments in the assigned functional area; interacts with engineers and contractors regarding compliance with City standards and specifications; reports, records, and documents inspections, observations, and conditions found during the inspection process.
- Performs the skilled operation of specialized construction and maintenance, light to heavy vehicles and equipment.
- Observes safe work methods and makes appropriate use of related safety equipment as required; may participate and assist in coordinating safety training.
- Responds to requests and complaints from the public and answers questions or refers to supervisor, as necessary.
- Performs minor adjustments on service equipment; maintains tools and equipment in working order.
- Stays current on the status of new and pending regulatory legislation; attends continuing education courses and seminars as required.
- Maintains accurate records and logs of daily activities, using appropriate computer software applications.

- Responds to and performs emergency repairs and other emergency services as necessary.
- Acts as the Maintenance and Utilities Field Supervisor in his/her absence or as assigned.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles of supervision and training.
- Public works maintenance principles, practices, tools, and materials for maintaining and repairing assigned City infrastructure, systems, and facilities.
- Applicable federal, state, and local laws, ordinances, regulations, and guidelines.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and power equipment.
- Safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Traffic control procedures and traffic sign regulations.
- Basic hydraulics
- Basic mathematics.
- Safe driving rules and practices.
- Modern office practices, methods, computer equipment and computer applications.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Plan, schedule, assign, and oversee activities of Maintenance and Utilities repair personnel.
- Inspect the work of others and maintain established quality control standards.
- Train others in proper and safe work procedures.
- Identify and implement effective course of action to complete assigned work.
- Oversee and participate in maintenance and related projects in the assigned functional area(s).
- Perform construction, modification, maintenance, and repair work on assigned municipal infrastructure, facilities, systems, and/or appurtenances.
- Operate specialized construction and maintenance, light to heavy vehicles and equipment.
- Set up and operate traffic area construction zones, including cones, barricades, and flagging.
- Locate underground utilities by use of blue prints and electronic locating equipment in accordance with Underground Service Alert (USA) regulations.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Read and interpret construction drawings, blueprints, maps, and specifications.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and equipment required for the work; perform routine equipment maintenance.
- Maintain accurate logs, records, and basic written records of work performed.
- Follow department policies and procedures related to assigned duties.
- Give, as well as understand and follow oral and written instructions.
- Make accurate arithmetic calculations.
- Organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade, and four (4) years of experience in construction, maintenance, and/or repair of streets and roadways, storm water and drainage, sanitation systems, traffic signs, and/or related park facilities, systems, and appurtenances, and one (1) year of experience as a lead worker.

Licenses and Certifications:

Required:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- A valid class B driver's license with the appropriate endorsements and satisfactory driving record is required within 12 months of hire.

Plus one of the following certificates:

- A valid Qualified Application License, "B" or "C;" or
- A Certified Playground Safety Inspector (CPSI) within twelve (12) months of hire; or
- A valid Water Distribution System Operator Grade II and Water Treatment Grade I; or
- Collections Systems I; or
- Certified Arborist.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 100 pounds, or heavier weights with the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with challenging staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: June 15, 2017

**SUBJECT: APPROVAL OF A RESOLUTION ADOPTING AGREEMENTS WITH
THE SEASIDE PUBLIC SAFETY MANAGERS ASSOCIATION AND
SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES'
ASSOCIATION**

PURPOSE

The purpose of this item is to request City Council approval of a resolution adopting the Memorandum of Understanding with the Seaside Public Safety Managers' Association and the Seaside Managers and Supervisory Employees' Association.

RECOMMENDATION

It is recommended that the City Council approve the resolution adopting the Memorandum of Understanding with the Seaside Public Safety Managers' Association and the Seaside Managers and Supervisory Employees' Association.

BACKGROUND

Representatives from the management associations and representatives of the City Council had numerous meetings to discuss successor Memoranda of Understanding. The meetings were very productive as the two sides worked collaboratively to find a creative way to meet the needs of both parties.

One of the significant discussion points revolved around the classification and compensation study the City conducted in the fall of 2016. For the Public Safety Managers' Association, this study showed that a majority of the members of the association are being paid at a rate that is significantly behind the median of market, whereas only two members of the Seaside Managers' and Supervisory Employees' Association are behind market. Bringing salaries to the median of

the market, in an affordable way, was a priority for the teams during these negotiations.

Public Safety Managers' Terms:

1. Term: Contract expires June 30, 2020
2. Salary adjustments:
 - a. 2% salary increase for all bargaining unit members in the first pay period after July 1st in 2017.
 - b. 3% salary increase for all bargaining unit members in the first pay period after July 1st in 2018.
 - c. 3% salary increase for all bargaining unit members in the first pay period after July 1st in 2019.
3. Equity adjustments: Effective the first payperiod in January 2018, January 2019, and January 2020, each position that is behind market will receive an equity adjustment equal to 1/3 of the distance the position is behind market per the market study conducted in September 2016 (see attached chart).
4. All other terms and conditions contained in the current MOU shall remain unchanged.

Seaside Managers and Supervisory Employees' Association terms:

1. Term: Contract expires December 31, 2018
2. Salary adjustments:
 - a. 2% salary increase for all bargaining unit members in the first pay period after January 1st in 2017.
 - b. 1% salary increase for all bargaining unit members in the first pay period after January 1st in 2018.
3. Equity adjustments: Effective the first payperiod in July 2017 and 2018, the City Clerk and Building Official will receive equity adjustments equal to 1/2 of the distance the position is behind market per the market study conducted in September 2016 (see attached chart).
4. Performance Pay: The City Manager's authority to grant pay for performance is increased from 5% to 10%.
5. Floating Holiday: Bargaining unit members will receive one floating holiday per calendar year that is use or lose and has no cash value.
6. Deferred Compensation: All bargaining members will receive the same matching contribution to deferred compensation. This matching contribution will increase to \$200 per month effective the first pay period after January 1, 2018.
7. All other terms and conditions contained in the current MOU shall remain unchanged.

FISCAL IMPACT

The approximate cost of these agreements are:

Fiscal Year 2016/2017: \$14,000

Fiscal Year 2017/2018: \$94,500

The 2016/2017 adjustments were incorporated into the Fiscal Year 2016/2017 Budget and the 2017/2018 salary adjustments are included in the Proposed 2017/2018 Budget.

ATTACHMENTS

1. Resolution
 2. Equity Adjustments
 3. SPSMA MOU
 4. SMSEA MOU
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY OF SEASIDE

ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE PUBLIC SAFETY MANAGERS' ASSOCIATION AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside Public Safety Managers' Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding (MOU); and

WHEREAS, the Seaside Public Safety Managers' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside Managers and Supervisory Employees' Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding (MOU); and

WHEREAS, the Seaside Managers and Supervisory Employees' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding with the Seaside Public Safety Managers' Association and the Memorandum of Understanding with the Seaside Managers and Supervisory Employees' Association shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of June 2017.

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk

Equity Adjustments

Public Safety Managers' Association	Distance Behind Market	1/3 Equity 1/1/18	1/3 Equity 1/1/19	1/3 Equity 1/1/20
Fire Division Chief	17.94%	5.98%	5.98%	6.0%
Commander	13.28%	4.43%	4.43%	4.4%
Deputy Chief	15.20%	5.07%	5.07%	5.1%

Seaside Managers and Supervisory Employees' Association	Distance Behind Market	1/2 Equity 7/1/17	1/2 Equity 7/1/18
Building Official	7.15%	3.60%	3.60%
City Clerk	11.74%	5.90%	5.90%

**Memorandum of Understanding
Between the City of Seaside
And
The Seaside Public Safety
Management Association**

July 1, 2017 – June 30, 2020

**Memorandum of Understanding Between the City of Seaside and the
Seaside Public Safety Management Association
July 1, 2017 – June 30, 2020**

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Memorandum of Understanding between the City of Seaside and the Seaside Public Safety Management Association

We the undersigned duly appointed representatives of the City of Seaside and of the Seaside Public Safety Management Association (SPSMA), a recognized employee organization, hereinafter referred to as "City" and "Association," having met and conferred in good faith in accordance with the Meyers-Millias-Brown Act, (Government Code Section 3500 et. seq.) do hereby prepare and execute the following written amendment to the Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memorandum of Understanding between the City and Association, all items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through meet and confer.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2017, and shall remain in effect for a period, terminating on June 30, 2020.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustments:

- a. In the first full pay period in July 2017, each bargaining unit member will receive a 2% salary increase.
- b. In the first full pay period in January 2018 – equity adjustments to be applied as follows
 - i. Fire Division Chief – 5.98%
 - ii. Police Commander – 4.43%
 - iii. Police Deputy Chief – 5.07%
- c. In the first full pay period in July 2018, each bargaining unit member will receive a 3% salary increase.
- d. First full pay period in January 2019 – equity adjustments to be applied as follows
 - i. Fire Division Chief – 5.98%
 - ii. Police Commander – 4.43%
 - iii. Police Deputy Chief – 5.07%
- e. In the first full pay period in July 2019, each bargaining unit member will receive a 3% salary increase.

- f. First full pay period in January 2020 – equity adjustments to be applied as follows
 - i. Fire Division Chief – 5.98%
 - ii. Police Commander – 4.43%
 - iii. Police Deputy Chief – 5.07%

2. Longevity Pay:

- a. Bargaining unit members with 15 years of continuous City service will receive 2.5% longevity pay.
- b. Bargaining unit members with 20 years of continuous City service will receive 5% longevity pay (maximum of 5%). (Note: The 15-year longevity pay would not compound or stack and therefore the maximum possible total for longevity pay is 5%.)
- c. Bargaining unit members with more than 10 years of City service, but less than 15, will continue to receive the 2.5% longevity pay they are receiving now. Employees receiving longevity pay under this paragraph are not eligible for additional longevity pay until 20 years of continuous City service.

B. Fire Management Compensation:

Fire Management personnel are designated as FLSA exempt and are not entitled to compensation for hours worked outside of their normal schedule with the exception of:

1. Operational Compensation:

Division Chiefs shall be compensated, at straight time, for working as the Operational Division Chief when they are not regularly scheduled for duty.

2. OES Strike Team Compensation:

Division Chiefs shall be compensated, at straight time, when assigned by the Fire Chief to respond to an emergency incident under the State Mutual Aid Program

C. Special Pay

1. Spanish Bilingual Pay:

- a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City using Language Testing International (LTI) or other suitable and appropriately certified testing organization.
- b. Employee must pass both the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.

- c. This program is subject to administrative direction and to City established procedures.

2. *Additional Pay for Additional Duties*

When a management employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to one-half (2.5%) or one (5%) full step.

3. *Additional Pay for Temporarily Assuming Supervisor's Position*

- a. A pay increase not to exceed one step may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.
- b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.
- c. The increased pay will not be paid when the supervisor is on vacation.
- d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.
- e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

4. *Performance Pay*

The City Manager is authorized to grant annual step increases ranging from zero to one full step (5%) increase, depending upon the performance of the employee under consideration for salary increase. This will give the City Manager flexibility in setting salaries consistent with performance.

5. *Education Incentive Pay (EIP)*

The City will provide education incentive pay to bargaining unit members as follows:

- a. Fire Division Chiefs: 2.5% EIP for a BA/BS.
- b. Police Deputy Chief and Police Commander: 2.5% EIP for a MA/MS.

6. *Hazardous Materials Pay – Fire Division Chief*

This program is contingent upon the contract between the City of Seaside and Monterey County being amended to provide reimbursement from the County to the City of Seaside for three additional HazMat Team members.

- a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief.
- b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.
- c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services

from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.

- d. Hazardous Materials Differential Pay will end on June 30, 2020, unless extended or terminated earlier per item (c) above.

D. Administration of Pay Plan:

1. Anniversary Date

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.
- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge from military service.
- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the

completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.
- h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

E. PERS Retirement System:

1. Retirement Plans

- a. Tier 1: Bargaining unit members hired by the City prior to July 1, 2010 shall be enrolled in the CalPERS 3% @ 50 plan.
- b. Tier 2: Bargaining unit members hired by the City on or after July 1, 2010 will be enrolled in the same CalPERS formula as the subordinate association (i.e. – Police Commanders and Deputy Chief will follow POA and Fire Division Chiefs will follow the Firefighters' Association).
- c. Tier 3: The CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Contribution

- a. Bargaining unit members enrolled in Tier 1 and Tier 2 will pay the 9% employee contribution to PERS.
- b. Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.
- c. All bargaining unit members shall pay an additional 3% to CalPERS in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

The City provides the 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

F. Deferred Compensation:

The City will pay up to one hundred dollars (\$100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

G. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. Contributions:

The City's contributions for medical, dental, and vision coverage shall be as follows:

a. Medical Plan contributions:

i. **MCSIG PPO \$40 (70/30 Plan)**

The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

ii. **MCISG PPO \$25 (80/20 Plan)**

SPSMA Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

iii. **PACE Plan (90/10 Plan)** – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.

iv. **PACE Plan (90/10 Plan)** – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

b. The City and the employee will split the cost of any increase or decrease in dental, and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

a. For employees hired by the City prior to July 1, 2010, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the month premium for the City's insurance plan for retirees who retire on regular service or disability retirement until

age 65 or until the retiree becomes eligible for Medicare, whichever comes first.

- b. Fire management employees who retire on an industrial disability retirement must have ten (10) years of continuous service must have been hired by the City prior to July 1, 2010, but do not need to be 50 years of age to receive this benefit.
- c. Employee may cover spouse by paying the monthly premium.
- d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.
- e. Employees must have ten years of continuous service with the City and be at least 50 years of age to receive this benefit.
- f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

H. Life Insurance:

The City will provide term life insurance for all represented employees in the amount of two times the employee's annual salary (minimum of \$150,000.)

I. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

J. Employee Assistance Program:

The City shall pay the cost of an employee assistance program.

K. IRS Section 125 Plan:

The City will provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement for all employees in the bargaining unit, up to the IRS maximum.

L. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business for mileage based on the Standard Internal Revenue Service mileage rate.

M. Wellness Program:

1. Health Club Membership:

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract and payment to the Finance

Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

2. *City Swimming Pool:*

Association members and their families will have use of the City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

3. *Annual Exam:*

Sworn Fire Management personnel shall be entitled to Department paid annual physicals, including option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside. Additionally, the annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

N. *Uniform Allowance:*

- a. Sworn Fire Management personnel shall receive a uniform allowance of \$75 per month.
- b. All sworn Police Management personnel will have the same uniform allowance as the other non-executive management personnel in their respective department.

O. *Safety Boot Reimbursement:*

Represented employees who are required to wear safety boots on the job shall be reimbursed up to \$125 per year for the purchase of safety boots.

SECTION 4: LEAVE PROVISIONS

A. *Vacations*

1. *Accrual (40 Hour Employees):*

All employees who work 40-hours per week, shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds ($6 \frac{2}{3}$) hours per month or ten (10) days per year.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third ($11 \frac{1}{3}$) hours per month or seventeen (17) days per year.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third ($13 \frac{1}{3}$) hours per month or twenty (20) days per year.

- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.
- f. During the twenty-fifth year and thereafter vacation will be earned at the rate of sixteen and two-thirds (16.667) hours per month or twenty-five (25) days per year.

2. *Accrual (56-hours per week):*

Fire Managers working a 56-hour schedule shall accumulate leave as follows.

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 13 hours per month.
- b. During the fifth, sixth, seventh, eighth, and ninth years, vacation will be earned at the rate of 19 hours per month.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years, vacation will be earned at the rate of 22 hours per month.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 25 hours per month.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 26 hours per month.
- f. During the twenty-fifth year, vacation will be earned at the rate of 28 hours per month.

3. *Vacation Use:*

Vacation shall be at a time fixed by the employee's Department Head and shall be without loss in pay.

4. *Vacation and Holidays:*

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. *Vacation Upon Termination:*

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

- a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
 - i. $\frac{\text{Monthly salary} \times \text{twelve (12) months}}{52 \text{ weeks} \times 40 \text{ hours}} = \text{hourly pay rate}$
- b. Method for Computing Hourly Pay for 56-hour employees: For Fire Managers working 56 hour work weeks, the method of computing hourly pay for accumulated vacation shall be as follows:
 - i. $\frac{\text{Monthly salary} \times \text{twelve (12) months}}{52 \text{ weeks} \times 56 \text{ hours}} = \text{hourly pay rate}$

6. *Maximum Accumulation:*

Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. *Vacation Cash-Out:*

The City will allow association members to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. *Compensation in Lieu of Time Off:*

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. *Accumulation during OJI Leave:*

An employee being paid because of an on-the-job injury will accumulate vacation time and sick leave.

10. *No Interruption of Accumulation:*

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

11. *Vacation during Probation:*

Newly hired management employees may use vacation leave during probation.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. *Accrual:*

Each represented employee who works a 40 hour work week shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. Fire Managers working a 56 hour work week shall earn twenty-four (24) hours per month.

2. *Use of Leave:*

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

3. *Sick Leave Upon Rehire*

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. *Illness/Injury During Vacation:*

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. *Family Sick Leave:*

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

6. Bereavement Leave:

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use accrued sick leave to extend bereavement leave to a total of one work week.

C. On-The-Job Injury Leave:

1. Labor Code 4850

Employees covered under Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

- a. An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.
- b. An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
- c. Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Management Leave

1. Annual Accrual:

Management employees working a 40 hour work week shall earn 40 hours of management leave per calendar year. Fire Managers working a 56 hour work week shall earn fifty-six (56) hours per calendar year.

2. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule (based on weekly scheduled hours):

<u>Date of Hire/Promotion Between:</u>	<u>Accrual (40 hr)</u>	<u>Accrual (56 Hr)</u>
January 1 – March 31:	40 Hours	56 Hours
April 1 – June 30:	30 Hours	42 Hours
July 1 – September 30	20 Hours	28 Hours
October 1 – November 30	10 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant an additional sixteen (16) hours of management leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than two days per fiscal year. Time worked may be

considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Payoff

All represented employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

E. Administrative Leave

Management employees working a 40 hour work week shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year. Fire Managers working a 56 hour work week shall earn fifty-six (56) hours per calendar year.

1. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule (based on weekly scheduled hours):

<u>Date of Hire/Promotion Between:</u>	<u>Accrual (40 hr)</u>	<u>Accrual (56 Hr)</u>
January 1 – March 31:	40 Hours	56 Hours
April 1 – June 30:	30 Hours	42 Hours
July 1 – September 30	20 Hours	28 Hours
October 1 – November 30	10 Hours	14 Hours
December 1 – December 31	0 Hours	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. *Holidays on Sunday*

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. *Holidays on Saturday:*

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. *Holiday Hours:*

Holidays shall be calculated on an eight (8) hour workday.

6. *Fire Management Compensation:*

Fire Management personnel assigned to shifts will be compensated for holidays by receiving 11.2 hours of straight time based on 56-hour workweek.

G. *Jury Duty:*

1. *Jury Duty:*

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. *Continuing Education and Professional Growth:*

All association members shall be eligible for the City's Educational Incentive Programs.

1. *Tuition Reimbursement:*

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$3000 per fiscal year to be approved as follows:
 - i. Reimbursement for professional development classes and community college level classes shall be capped at \$2000.
 - ii. Reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at \$3000.

c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

c. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. If desired by the employee, recipients of service awards will be recognized by the City Council.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Work Schedule and Staffing:

1. Flexible Work Schedule:

The City will develop and implement a policy providing flexibility in work schedules for those represented employees whose responsibilities regularly require them to work an excessive amount of hours per week.

2. Shift Staffing:

The Fire Department intends to continue its current minimum staffing level of seven (7), including the Division Chief, unless otherwise directed by the City Council.

3. Work Schedule:

The City and association agree to the 48/96 schedule for Fire Management personnel assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.

4. Exchange Hours:

The City agrees to allow Fire Management personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime (Operational Compensation) be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

SECTION 5: MISCELLANEOUS

A. City's Right to Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

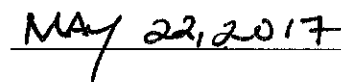
If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Craig Malin, City Manager

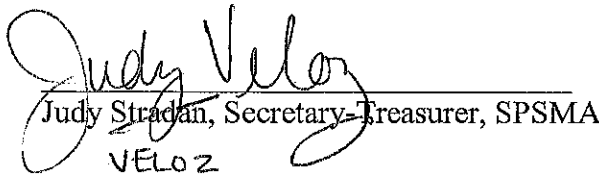
Date



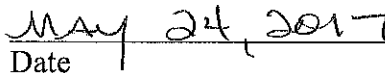
Paul Blaha, President SPSMA



Date



Judy Stradan, Secretary-Treasurer, SPSMA
VELOZ



Date

**Memorandum of Understanding
Between the City of Seaside
And
The Seaside Management and
Supervisory Employees' Association**

January 1, 2017 – December 31, 2018

**Memorandum of Understanding Between the City of Seaside and the Seaside
Management and Supervisory Employees' Association**

January 1, 2017 – December 31, 2018

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Memorandum of Understanding between the City of Seaside and the Seaside
Management and Supervisory Employees' Association
January 1, 2017 – December 31, 2018

We the undersigned duly appointed representatives of the City of Seaside and of the Seaside Management Employees' Association, a recognized employee organization, hereinafter referred to as "City" and "Association," having met and conferred in good faith in accordance with the Meyers-Millias-Brown Act, (Government Code Section 3500 et. seq.) do hereby prepare and execute the following written amendment to the Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memorandum of Understanding between the City and Association, all items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through meet and confer.

In response to the impact of the recent fiscal crisis on the budget of the City of Seaside the parties met and agreed to continue concessions that were agreed to in 2009 and 2010. The City recognizes that parity issues exist that need to be considered in future negotiations, including but not limited to decisions about salary deferrals and adjustments.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective January 1, 2017, and shall remain in effect for a period, terminating on December 31, 2018.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

In order to assist the City with a serious and on-going financial crisis beginning fiscal year 09/10, the bargaining unit agreed to reduce salaries by ten percent and defer COLA and Equity salary increases. In 2010/2012 negotiations the bargaining agreed to eliminate the deferred 4% COLA salary increase and additional market equity salary adjustments that ranged from .14% - 9.42% based on a salary survey. However the parties expressly acknowledge that they have the mutual goal of working together to provide salary increases in the future and to consider the history of these eliminated raises and reduced salaries in those discussions and negotiations.

A. Direct Pay for Services:

1. Salary Adjustments:

- a. Effective the pay period beginning January 14, 2017, all members will receive a 2% salary increase.
- b. Effective the pay period beginning July 1, 2017, the City Clerk will receive an equity adjustment in the amount of 5.9% and the Building Official will receive an equity adjustment in the amount of

3.6%. These adjustments bring both classifications ½ way to the market based on the September 2016 salary survey.

- c. Effective the first pay period beginning January 13, 2018, all members will receive a 1% salary increase.
- d. Effective the pay period beginning July 14, 2018, the City Clerk will receive equity in the amount of 5.9% and the Building Official will receive an equity adjustment in the amount of 3.6%. These adjustments bring these classifications to the market based on the September 2017 salary survey.

2. Longevity Pay:

Employees with ten or more years of service shall receive a 2.5% adjustment to base salary for longevity.

B. Special Pay

1. Spanish Bilingual Pay:

- a. A 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City using Language Testing International (LTI) or other suitable and appropriately certified testing organization.
- b. Employee must pass both the listening and reading comprehension test or the speaking test to be eligible for bilingual pay.
- c. This program is subject to administrative direction and to City established procedures.

2. Additional Pay for Additional Duties

When a management employee assumes duties and responsibilities beyond existing job classification, the City Manager may institute performance pay equivalent to one-half (1/2) or one (1) full step.

3. Additional Pay for Temporarily Assuming Supervisor's Position

- a. A pay increase not to exceed one step may be paid to a management employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.
- b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.
- c. The increased pay will not be paid when the supervisor is on vacation.

- d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.
- e. "Supervisor" is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

4. *Temporary Upgrade Pay (non-exempt represented employees only)*

Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of thirty (30) consecutive calendar days. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation. The assignment shall be confirmed in writing by the Manager. Acceptance of an interim assignment to higher position, thirty (30) or more consecutive days, shall require mutual assent of employer and employee.

5. *Performance Pay*

The City Manager is authorized to grant an annual salary increase of up to 10% to management employee's base salary, depending upon the performance of the employee under consideration for salary increase. When granted, Performance Pay will end at the conclusion of one calendar year unless extended in writing by the City Manager. This will give the City Manager flexibility in setting salaries consistent with performance.

6. *Specialized Drivers' License*

All individuals assigned to operate equipment requiring possession of a Class B or higher specialized California drivers' license shall receive a one step premium pay for possession of a valid license. This differential is applicable when the regular job assignment requires operation of equipment of a specialized class for at least eleven (11) days during the calendar month. This differential shall not apply to individuals receiving equipment operation training instruction and/or short term work experience assignments.

C. *Overtime (Non-Exempt Represented Employees)*

1. *Pre-Approval:*

Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. *Minimum Overtime Guarantee:*

When an employee is called back to work on an emergency basis, the actual time worked, with a minimum of two (2) hours, shall be earned.

3. *FLSA Calculation:*

Overtime shall be paid at time-and-a-half for hours worked in excess of 40 hours per week. All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1 ½) in cash at the employee's established rate of pay.

4. *Maximum Compensatory Leave Balance:*

Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Non-exempt represented employees may accrue up to a maximum of 80 hours of compensatory time in lieu of overtime.

5. *Martin Luther King & July 4th Calculation:*

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, all time in paid status shall count towards time worked.

6. *Festival of Patriots Parade:*

Bargaining unit employees required to work the day of the Festival of Patriots Parade shall receive premium pay at the rate of time and one half the employee's regular rate of pay. This premium is limited to time worked on this particular event and does not apply to any other regularly scheduled workdays.

D. *Administration of Pay Plan:*

1. *Anniversary Date*

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.
- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City have their anniversary date adjusted by moving said date forward a length

of time equal to the number of days absent from employment due to military service, provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge from military service.

- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. *Salary Ranges*

The five (5) steps of each salary range shall be interpreted and applied as follows:

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

- i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.
- h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan

- a. Employees hired prior to January 1, 2013 will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan. The 2% @ 55 plan will also be provided to new City employees who are considered to be

“classic” members under the California Public Employees’ Pension Reform Act (PEPRA).

- b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the 7% employee contribution.

2. CalPERS PEPRA Plan

- a. New employees hired on or after January 1, 2013 who are not considered to be “Classic” members by CalPERS will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan.
- b. As required by PEPRA, employees enrolled in the PEPRA plan shall pay 50% of the “normal cost” as determined annually by CalPERS.

3. CalPERS Survivor Benefits

- a. The City provides for 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

B. PARS Supplemental Retirement Plan:

1. Plan:

The City will provide the PARS .5% @ 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.

2. Eligibility:

Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

3. Contribution:

The City will pay the employee’s contribution for the PARS Supplemental Retirement Plan.

C. Deferred Compensation:

1. Exempt Employees:

The City will pay up to one hundred dollars (\$100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

Effective the pay period beginning January 13, 2018, the City will pay up to two hundred dollars (\$200) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

2. *Non-Exempt Employees:*

The City will pay thirty dollars (\$30) per month to the ICMA deferred compensation program for each non-exempt employee represented by the association who makes a matching contribution. Effective June 17, 2017, non-exempt employees will receive the same matching contribution as the exempt bargaining unit members.

D. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. *Health Plan Changes:*

During the term of this Agreement the parties agree to work together through a labor/management benefits committee to attempt to reach agreement on alternative health plans with lower cost premiums than the current plans. The parties agree that switching to alternative plans during the term of this Agreement will be by mutual agreement only.

2. *Contributions*

- a. Bargaining unit employees will continue to pay their current contribution to medical premiums.
- b. Employees with “employee only” level of coverage will pick up 100% of any increase in premiums up to a 10% increase. The City contribution to medical premiums shall remain at current levels unless increases exceed 10% whereupon the City will split the premium increase above 10% on a 50/50 basis.
- c. For employees with “employee plus one” or “employee plus family” coverage, the City will split any premium increase 50/50.
- d. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

3. *Retiree Medical:*

- a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.
- b. The City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City’s insurance plan, for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.
- c. Employee may cover dependents by paying the monthly premium.

- d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.
- e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.
- f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

E. Life Insurance:

1. Exempt Employees:

The City will provide term life insurance for all exempt represented employees in the amount of two times the employee's annual salary (minimum of \$150,000.)

2. Non-Exempt Employees:

The City will provide term life insurance for all non-exempt represented employees at the amount of \$50,000.

F. Long-Term Disability:

The City shall pay the cost of a long-term disability program.

G. Employee Assistance Program:

The City shall pay the cost of an employee assistance program for represented employees.

H. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement. The annual maximum is set by the IRS.

I. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon IRS mileage rates.

J. Wellness Program:

1. Health Club Membership:

The City will pay up to \$45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible.

2. City Recreation Facilities:

Represented employees and their families will have use of the City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

K. Safety Boot Reimbursement:

Represented employees who are required to wear safety boots on the job shall be reimbursed up to \$125 per year for the purchase of safety boots.

L. Uniforms:

- a. The City will provide uniforms for all bargaining unit employees assigned to the Maintenance and Utilities Division who are required to wear a uniform. Effective July 1, 2015, the parties agree that the value of the uniforms provided shall be considered to be \$50.00 per month.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month or ten (10) days per year.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.
- f. During the twenty-fifth year and thereafter vacation will be earned at the rate of 16 2/3 hours per month or twenty-five (25) days per year.

2. *Vacation Use:*

Vacation shall be at a time fixed by the employee's Department Head and shall be without loss in pay.

3. *Minimum Leave Event:*

Vacation shall not be used in increments of less than one-quarter (1/4) hour.

4. *Vacation and Holidays:*

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. *Vacation Upon Termination:*

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

- a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
 - i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

6. *Maximum Accumulation:*

Employees will be allowed to have no more than three years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Sick leave converted to vacation shall not increase the maximum amount an employee may accumulate. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. *Vacation Cash-Out:*

The City will allow association members to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment

will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. *Compensation in Lieu of Time Off:*

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. *Accumulation during OJI Leave:*

An employee being paid because of an on-the-job injury will accumulate vacation time and sick leave.

10. *No Interruption of Accumulation:*

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

11. *Vacation during Probation:*

Newly hired employees assigned to SMESA may use vacation leave.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. *Accrual:*

Each represented employee who works a 40 hour work week shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. *Physician's Certificate:*

Such leave with pay can be granted only upon the approval of the Department Head in case of bonafide illness of an employee. Evidence may be required in the form of a physician's certificate or otherwise in determining the adequacy of the reasons for any employee's absence during the time for which sick leave is requested.

3. *Minimum Leave Event:*

Sick leave shall not be used in increments of less than one-quarter (1/4) hour.

4. *Illness/Injury During Vacation:*

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their

respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. *Family Sick Leave:*

Sick leave may be used for illness of an immediate family member. Immediate family shall be defined as parent, child, and spouse or domestic partner, and shall include step and foster parents and children.

6. *Bereavement Leave:*

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave to a total of one week.

C. *On-The-Job Injury Leave:*

1. *Leave of Absence:*

Whenever a represented employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. *Leave Accrual:*

An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

3. *Temporary Disability Benefits:*

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. *Use of Accumulated Leaves:*

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. *Management Leave*

1. *Annual Accrual:*

Management employees shall earn 40 hours of management leave per calendar year.

2. Initial Accrual:

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

3. Additional Leave:

The City Manager shall have the authority to grant an additional sixteen (16) hours of management time leave to represented employees who work an excessive amount of hours based upon the recommendation of their Department Head. This leave must be used within one year from the date it is granted and no management employee shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

4. Management Leave Payoff

All management employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

E. Administrative Leave

Management employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

1. Initial Accrual

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours
Hired October 1 – November 30	10 Hours
Hired December 1 – December 31	0 Hours

F. Holidays

1. Regular Holidays:

All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)

- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holidays on Sunday

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. Holidays Saturday:

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. Holiday Hours:

Holidays shall be calculated on an eight (8) hour workday.

6. Floating Holiday:

Each calendar year, bargaining unit members shall receive one floating holiday (8 hours) that has no cash value and must be used on or before December 31st of each year or it is forfeited.

G. Jury Duty:

1. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to the Finance Division. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. *Tuition Reimbursement:*

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development. Courses taken to satisfy requirements degree requirements (including general education) at accredited educational institutions will be considered job related under this section.
- b. The City will encourage enrollment through tuition and book reimbursement to be approved as follows:
 - i. Exempt employee reimbursement for professional development classes and college level classes that do not qualify to be transferred for credit to a four (4) year university shall be capped at \$2000 per fiscal year.
 - ii. Exempt employee reimbursement for undergraduate and postgraduate level classes (BA, MA, Professional degrees) shall be capped at \$3000 fiscal year.
 - iii. Non-exempt employee reimbursement for Certificate Program and AA plan classes shall be \$400 per fiscal year.
 - iv. Non-exempt employee reimbursement for BA and MA plan classes shall be \$600 per fiscal year.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Manager. This information shall be submitted on forms provided by the Human Resources Office.
- d. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

2. *Educational Incentive Pay (non-exempt represented employees only):*

- a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%

- b. Completion of AA/AS degree – 3%
- c. Completion of BA/BS degree – 4.5%
- d. Completion of MA/MS degree – 6%
- e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.
- f. Education acquired prior to appointment as an employee of the City of Seaside does not qualify under this program unless the employee submits verification that the college or university has accepted prior education as part of the Educational Incentive Pay Plan for a Certificate Program or degree requirements.
- g. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A service award program shall be provided that, at a minimum, shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council. Vendor selection will be based on mutual agreement of the various bargaining units.

C. Probationary Period:

Probation shall be 1 year for all new employees.

D. Flexible Work Schedule:

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative schedules meet the best interests of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

SECTION 5: MISCELLANEOUS

A. City's Right to Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding which has been reached after numerous discussions held in conformance with the Meyers-Millias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed rejected by both parties. Should circumstances call for a change, the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Craig Malin, City Manager

Date

Dave Fortune, President SMSEA

Date

Lee Murray, Vice President, SMSEA

Date

Rick Medina, Secretary/Treasurer, SMSEA

Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: June 15, 2017

**SUBJECT: CONSIDER MEASURE X MASTER PROGRAMS FUNDING
AGREEMENT BETWEEN THE TRANSPORTATION AGENCY FOR
MONTEREY COUNTY AND THE CITY OF SEASIDE**

PURPOSE

The purpose of this item is to have the City Council consider an agreement between the Transportation Agency for Monterey County (TAMC) and the City of Seaside for use of Measure X funds.

RECOMMENDATION

It is recommended to adopt a resolution approving the Measure X Master Programs Funding Agreement with the Transportation Agency of Monterey County and authorize the City Manager to execute the agreement.

BACKGROUND

On November 8, 2016, the voters of Monterey County, approved Measure X on the Monterey County Ballot, thereby authorizing the Transportation Agency of Monterey County (TAMC) to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"). Measure X is estimated to generate \$600 million over 30 years for transportation improvements in Monterey County. Of that amount, \$360 million (60%) will be distributed to the cities and the County for local projects, while the remaining \$240 million (40%) is programmed to regional safety and mobility projects.

The duration of the Measure X sales tax will be 30 years from the initial year of collection, which will begin April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in TAMC's Transportation Safety and Investment Plan (the "Measure X Investment Plan"), as it may be amended.

As required, each city and the County of Monterey must enter into a funding agreement with TAMC. That agreement is to include enforcement procedures, designed to reassure the public that the tax revenues are spent in accordance with the ballot language. Measure X Master Programs Funding Agreement (Agreement) delineates the requirements of the Measure X funds that are directly allocated to local jurisdictions, as authorized by Measure X and the Measure X Investment Plan. A table showing the Measure X Local Distribution Summary for the first year of this Agreement is attached to the Agreement as Exhibit A. Sixty (60) percent of the proceeds will be divided among the local jurisdictions pursuant to a formula weighted 50% by the jurisdictions's population and 50% of lane miles within the jurisdiction. Based upon this formula Seaside's percentage is 6.16% which is estimated to be about \$500,000 for the first year. Subsequent percentages will be calculated based upon annual population estimates by the California Department of Finance and annual lane mile estimates furnished by the California Department of Transportation.

In order to confirm compliance with the tax sharing agreement, each jurisdiction will submit a package of documents by December 31st of each year, starting December 31, 2018. The documents will then be reviewed by Transportation Agency staff and the Citizens Oversight Committee, as well as be presented to the Transportation Agency Board. That package of documents include:

- Annual Independent Audit: The local jurisdiction shall complete an independent audit of the jurisdiction's financial statements for the prior fiscal year ended June 30th of Measure X funds received and expended.
- Annual Program Compliance Report: The Annual Program Compliance Report describes the efforts taken by the jurisdiction to comply with the requirements for the receipt and use of Measure X funds by detailing the expenditures and transportation improvements that occurred the prior fiscal year.
- Maintenance of Effort Report: A report to be adopted by each jurisdiction verifying that Measure X funds received by the reporting jurisdiction have been used to augment, and not supplant, local resources spent in the fiscal year. The first report will be due by August 31, 2017.
- Measure X Five Year CIP: A Capital Improvement Program looking forward for the next five (5) years that specifically references projects anticipated to be funded by Measure X. The first report will be due by August 31, 2017.
- Pavement Management Report: A report on the pavement conditions of the local jurisdiction, using the standardized Pavement Condition Index.

Since TAMC will be administering the proceeds from Measure X and in accordance with the ballot language, the following outlines TAMC's obligations identified in the Agreement:

- Provide recipient its designated amount of available funds disbursed on a quarterly basis by the formula described within ten (10) working days of actual receipt of the quarterly Measure X sales tax revenues from the State Board of Equalization (BOE).
- Update annually the Measure X fund revenue projection and the resulting fund allocation formulas to reflect the most current population and lane miles estimate as it is provide but no later than June 30 of each year.

- Report quarterly to the public the amount of Measure X revenues distributed to Recipients for the quarter and fiscal year to date.
- Provide independent annual audit of its financial statements for distributing Measure X revenues to each recipient and render an annual audit report to the TAMC Board within 240 days following the close of the fiscal year.
- Conduct audits of expenditures made by recipients to determine whether such expenditures are in compliance with this Agreement and the Measure X Investment Plan, and provide timely notice to recipient prior to conduction such audit.

The following types of projects are eligible for Measure X funding:

1. Road and Street Maintenance and Repairs: Filling potholes, repairing, resurfacing or reconstruction of roads, streets and bridges, or otherwise conducting maintenance to extend the lifetime of the roadway network and/or reduce or eliminate liability and safety concerns. Repairs, reconstruction or maintenance of walkways or bikeways are also eligible.
2. Road Safety and Operations: Improvements designed to reduce traffic collisions and related injuries and fatalities, as well as projects designed to reduce traffic delays. Examples of safety projects include, but are not limited to: roundabouts, turning lanes, traffic signals or other intersection improvements, hazard eliminations, safety barriers, traffic calming or speed reduction measures. New lane miles or roadways are not eligible with the exception of the Pinnacles Parkway Connection project.
3. Walkability and Pedestrian Safety: Projects designed to make neighborhoods or corridors walkable by making walking safer, more comfortable and convenient. Examples include, but are not limited to: sidewalks, lighted crosswalks, walking paths, landscaping or other barriers from traffic, bulb-outs to shorten the crossing distance, safe-haven islands, pedestrian countdown signals, street or path lighting and traffic calming.
4. Bike Safety Projects: Projects designed to support safe and convenient bicycling for all levels of riders. Examples include, but are not limited to: new or improved bikeways (lanes, paths, bridges, protected lanes or other barriers to automobile traffic); removing barriers to bicycling (curbs, medians, etc.); signal detectors; and, bicycle racks, lockers and other storage facilities.
5. Street Enhancements: Streetscape projects that enhance the safety and experience of the transportation corridor. Examples include, but are not limited to: lighting, landscaping, and drainage improvements.
6. New Technology: Projects that support or include new technology to promote transportation safety, mobility, cost savings or air quality improvements. Examples include, but are not limited to: electric vehicle chargers, vehicle detection systems, traffic signal synchronization, as well as the required participation in the Pavement Management Program referenced in the Agreement Art. III.B.8.
7. Planning, Engineering and Design, Environmental Review and Mitigation and Acquisition: The costs of planning, engineering, design and environmental review and mitigation and acquisition necessary to undertake any project within a category described above are also eligible expenses under Measure X and this Agreement.
8. Reporting and Implementation of this Agreement: The costs of fulfilling the requirements imposed by this Agreement, including the preparation of audits and reports,

are eligible expenses, provided, however, that only the direct costs of such actions (such as actual hours worked by staff) are eligible.

FISCAL IMPACT

Revenues generated from Measure X over the next 30 years is estimated to be \$22 million for the City of Seaside for transportation improvements.

ATTACHMENTS

1. Measure X Master Programs Funding Agreement
 2. TAMC Transportation Safety & Investment Plan Policies & Project Descriptions
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



Keep Monterey County Moving



Policies & Project Descriptions for the Transportation Safety & Investment Plan

Project Descriptions & Policies

ROADS & POTHOLES



Since May of 2015, the Transportation Agency has engaged in a public outreach effort to inform the public about our transportation needs, funding challenges and the necessity to fix the local transportation system ourselves using a “self-help” option. We gathered the input from months of presentations to our community leaders stakeholders’ group, city managers, public works directors, and elected officials. Based upon the responses we heard from these groups, the following have been identified as priorities for the Transportation Safety & Investment Plan:

- Maintain Local Roads & Repair Potholes
- Increase Safety and Reduce Traffic Congestion
- Improve Transportation for Youth, Seniors, People with Disabilities & Working Families
- Make Walking and Biking Safer

MOBILITY & ACCESS



The goals of this safety & investment plan are to make traveling safer, reduce traffic, fix potholes, improve the condition of our local roads, and provide meaningful alternatives to driving alone. The funding is divided into two basic programs to reach these goals:

- Local Road Maintenance, Pothole Repairs & Safety – 60%
- Regional Safety, Mobility, & Walkability – 40%

SAFETY & TRAFFIC



As funds are received, they will be set aside in these two separate accounts according to the percentages listed above, after deducting no more than 1% on funds to pay for administrative salaries and benefits. All interest earned shall remain within its respective program category.

WALKING & BIKING

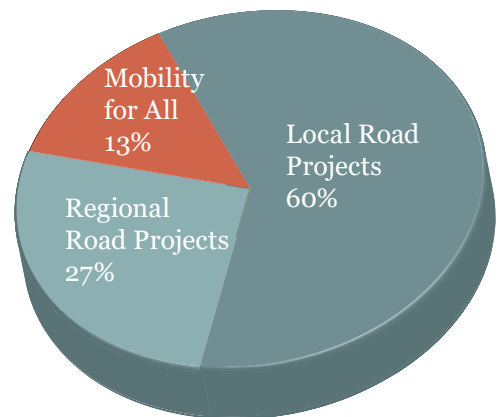


Road Projects

- \$360 million to Local Road Maintenance, Pothole Repairs & Safety
- \$160 million to Regional Road Safety & Congestion Improvements

Mobility for All

- \$80 million to Pedestrian & Bike Safety and Mobility Projects



Project Descriptions & Policies

ROADS & POTHOLES



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



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Local Road Maintenance, Pothole Repairs & Safety

Priority Projects

These are just some of the priority projects for the cities and County using the money from this measure.

County Roads

Safety, operations and major maintenance improvements to selected segments along county arterials, such as:

- River Road
- Carmel Valley Road
- Laureles Grade Road
- Alisal Road
- Jolon Road
- Reservation Road
- Elkhorn Road
- Gonzales River Road
- Harkins Road/Hatton Road
- Gloria/Iverson Road

Intersection safety improvements at locations, such as:

- Carmel Valley Road/Laureles Grade
- Castroville Blvd/San Miguel Canyon Road
- Elkhorn Road/Werner Road/Salinas Road

Street repairs countywide, including pavement patching and slurry sealing program in local communities, such as Pajaro, Castroville, Boronda and Chualar.



Local Road Maintenance, Pothole Repairs & Safety

Carmel

Overlay city streets, such as:

- Santa Rita St. between Ocean and Mountain View
- 8th Ave. between Junipero and Mountain View
- Monte Verde St. between Ocean and 8th

Make concrete pavement repairs in the downtown area.

Del Rey Oaks

Redesign intersections at:

- Carlton and 218;
- Rosita and 218

Construct a bicycle and pedestrian trail from Fort Ord to Fremont Blvd

Conduct a citywide roundabout study

Gonzales

Repair surface streets including:

- Alta Street
- Fifth Street
- Other locations



Local Road Maintenance, Pothole Repairs & Safety

Greenfield

Conduct deferred maintenance and repair of city streets

Replace curbs, repair and replace gutters

Resurface or reconstruct existing streets and pave dirt streets

Reconstruct or construct needed sidewalks

Add ADA pedestrian intersection ramps

Repair traffic control devices (signals, stop signs, etc.)

King City

Resurface and slurry seal local streets

Grind and overlay new pavement on:

- Haven Drive
- Broadway St from Mildred to Russ
- South Third Street from Division Street to Pearl Street
- Broadway Circle from River Drive to Broadway Street

Marina

Make road maintenance and improvements identified in the Pavement Management Program

Maintain and improve sidewalks

Improve the Del Monte and SR 1 Interchange

Improve the Del Monte Blvd/ Reservation Road intersection



Local Road Maintenance, Pothole Repairs & Safety

Monterey

Construct intersection improvements based on highest safety needs, at:

- Munras / Soledad
- Del Monte / Washington
- Del Monte / Camino El Estero
- Del Monte / Camino Aguajito

Pacific Grove

Overlay pavement on major roads and install pedestrian safety improvements on locations such as:

- Sinex Avenue
- Del Monte Blvd.
- Upper and Lower Lighthouse, between 1st Street and 11th St
- Portions of Congress Avenue
- Multiple residential streets

Conduct annual maintenance on about 4 miles of roadways per year.



Local Road Maintenance, Pothole Repairs & Safety

Salinas

Boronda Road Improvements: Complete funding for a greenbelt arterial that will utilize roundabouts and paths to improve safety and reduce traffic congestion for pedestrians, bicyclists and cars while enhancing stormwater treatment.

Bardin Road/east Alisal Roundabout: Construct a roundabout at the intersection of Bardin Road and East Alisal; resurface and repair adjoining streets.

Laurel Street Extension and Trail System: Create safe pedestrian and bicycle access adjacent to a six lane arterial that currently lacks sidewalks and or trails.

Intermodal Center Enhancement: Provide pedestrian links to downtown, public restrooms when depots are closed, benches and wayfinding signs among other improvements.

Chinatown Pedestrian Bridge: Link affordable housing in the Chinatown area with the intermodal transit/rail station and the downtown Monterey-Salinas Transit station.

Street/Sidewalk/Curb Repair and Rehabilitation Program

New Bicycle/Pedestrian Pathways



Local Road Maintenance, Pothole Repairs & Safety

Sand City

Supplement larger street improvements in the following locations:

- West End District: Orange, Shasta, Elder, Ortiz, Dias, Olympia and California Avenues; Contra Costa, Catalina, Hickory, and Holly Streets
- East Dunes District: California, Bay, Park, Ocean View, East, Lincoln Avenues; Scott, Hayes, Fell Streets and Sylvan Park
- South of Tioga District: California, East, Fir, Afton and Tioga Avenues

Seaside

Complete West Broadway streetscape

Reconstruct Hilby Avenue

Reconstruct Playa Avenue

Residential paving program

Soledad

Pinnacles Parkway Connection – Extend existing Los Coches Rd to SR-146/Metz Road, to:

- Improve access to the Pinnacles National Park, increase safety and promote wayfinding for park visitors, and
- Improve safety for local drivers, bicyclists and pedestrians on the former Highway 146.



Local Road Maintenance, Pothole Repairs & Safety

Local Project Policies

Distribution of Funds

Through tax sharing agreements with the cities and the County of Monterey, this program will receive 60% of the transportation sales tax funds, estimated at a total of \$360 million over 30 years.

This program will provide flexible funding to cities and the County of Monterey to help them reduce the maintenance backlog on their aging street and road systems. In addition, these funds can be used for other local transportation needs that will reduce accidents and improve operations for all people and transportation modes, including local bicycle and pedestrian projects.

City and county formula shares shall be allocated based 50% on population and 50% lane miles. The Transportation Agency for Monterey County will update the funding shares formula annually at the beginning of each fiscal year using Department of Finance population figures and Association of Monterey Bay Area Governments (or equivalent) lane mile data. If the number of incorporated cities changes, the funding calculation shall account for changes in population and lane miles for the new and existing jurisdictions.

City and the county formula shares will be distributed to each city and the County by the County of Monterey Auditor-Controller on a quarterly basis subject to an agreement between TAMC and the County. This program is intended to augment, rather than replace, existing transportation expenditures; accordingly, the tax sharing agreements with cities and the County will include each of the following requirements to receive funds:

Use for Transportation Purposes Only

The cities and County must agree to use sales tax funds for transportation purposes only, subject to full repayment for any misuse.



Local Road Maintenance, Pothole Repairs & Safety

Transportation Safety & Investment Plan Account

For ease of tracking and to assure full transparency, all revenues received and expenditures of these funds will be accounted for and tracked in its own separate budget and fund titled “Transportation Safety & Investment Plan Account” and will not be comingled with any other funds.

Regional Development Impact Fees

Cities and the County shall maintain participation in the Transportation Agency for Monterey County’s Regional Development Impact Fee program and impose these fees on new development as applicable to assure that new development pays for its impacts on the regional transportation system.

Eligibility Verification

The cities and County will select transportation projects that meet eligibility criteria as identified in this plan. The local jurisdictions will certify in an annual verification submitted to TAMC that these transportation funds were used for eligible expenses.

Maintaining Local Transportation Funding Efforts

The local jurisdictions will certify in an annual verification submitted to TAMC that these transportation funds will be used to augment and not supplant local resources spent. For purposes of this calculation an average of the prior three (3) years spent for local transportation purposes as defined in this document will be used. Exemptions from this calculation include onetime capital expenses, and expiration of any voter-approved fund sources that were used for local transportation purposes. In the case of expired voter-approved fund sources, the three-year average baseline would be recalculated in the next annual verification period without said expired fund sources.



Local Road Maintenance, Pothole Repairs & Safety

Monitor Local Street and Road Conditions

In order to receive these funds, the cities and County shall utilize a pavement management program and submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. Development of a pavement management program by TAMC is eligible to be funded out of this program prior to distribution of funds to the cities and County.

Enforcement of Policies

The tax sharing agreements will include enforcement procedures, designed to reassure the public that tax revenues are spent in accordance with the ballot language. For example, each of the above conditions will be subject to verification and annual audit by the Transportation Agency for Monterey County. Failure to meet any of the above conditions will result in the suspension of the distribution of funds to the deficient city/county. Resumption of funding distribution to the deficient city/county will resume only after full repayment for any misuse, and conformation of compliance to each of the above conditions by the Transportation Agency for Monterey County. Transportation Safety & Investment Plan funding accrued due to the failure of a city/county to meet the above conditions will be held in trust for up to two (2) years for said jurisdiction, after which the funds will be redistributed to the remaining cities/county in Monterey County per formula. The tax sharing agreements will also provide that resumption of funding can occur at any time during the life of the Transportation Safety & Investment Plan upon compliance with the above conditions and full repayment of any prior misused funds.



Local Road Maintenance, Pothole Repairs & Safety

Eligibility Criteria

Road and Street Maintenance and Repairs

Filling potholes, repairing, resurfacing or reconstructing roads, streets and bridges, or otherwise conducting maintenance to extend the lifetime of the roadway network and/or reduce or eliminate liability and safety concerns. Repairs, reconstruction or maintenance of walkways or bikeways are also eligible.

Road Safety and Operations

Improvements designed to reduce traffic collisions and related injuries and fatalities, as well as projects designed to reduce traffic delays. Examples of safety projects include, but are not limited to: roundabouts, turning lanes, traffic signals or other intersection improvements, hazard eliminations, safety barriers, traffic calming or speed reduction measures. New lane miles or roadways are not eligible with the exception of the Pinnacles Parkway Connection project.

Walkability and Pedestrian Safety

Projects designed to make neighborhoods or corridors walkable by making walking safer, more comfortable and convenient. Examples include, but are not limited to: sidewalks, lighted crosswalks, walking paths, landscaping or other barriers from traffic, bulbouts to shorten the crossing distance, safe haven islands, pedestrian countdown signals, street or path lighting and traffic calming.

Bike Safety Projects

Projects designed to support safe and convenient bicycling for all levels of riders. Examples include, but are not limited to: new or improved bikeways (lanes, paths, bridges, protected lanes or other barriers to automobile traffic); removing barriers to bicycling (curbs, medians, etc.); signal detectors; and, bicycle racks, lockers and other storage facilities.



Local Road Maintenance, Pothole Repairs & Safety

Street Enhancements

Streetscape projects that enhance the safety and experience of the transportation corridor. Examples include, but are not limited to: lighting, landscaping, drainage improvements.

New Technology

Projects that support or include new technology to promote transportation safety, mobility, cost savings or air quality improvements. Examples include, but are not limited to: electric vehicle chargers, vehicle detection systems, traffic signal synchronization.

Matching Funds

These funds can be utilized to match grants, loans, programs and pay annual debt service to fund eligible local road maintenance or safety projects as defined in this document. Eligible costs include those directly-related to projects or programs described above, including: corridor studies, research and planning, environmental review and mitigation, right-of-way acquisition, construction, improvement, maintenance, and operations. Examples are not exhaustive but projects must be transportation-oriented. However, in no instance shall funding be used to pay for general operating or staff costs that are not directly related to an eligible transportation project.

Environmental and Engineering Standards

Projects will be designed to meet current standards, and will include bicycle and pedestrian access whenever possible. Projects will be thoroughly studied for environmental impacts and the identified environmental mitigations will be included in the project.

Regional Safety, Mobility & Walkability

ROADS & POTHOLES



The Regional Safety, Mobility, and Walkability program will receive 40% of the revenues.

These revenues, estimated at approximately \$240 million, will be matched with development fees and state and federal funding to pay for key safety and congestion relief, transit, and bicycle/pedestrian projects. Most projects will be funded by a mix of funding sources, using the sales tax revenues to leverage outside state and federal matching funds.

MOBILITY & ACCESS



Projects will be designed to meet current standards, and will include bicycle and pedestrian access whenever possible. They will be thoroughly studied for environmental impacts and the identified environmental mitigations will be included in the project.

SAFETY & TRAFFIC



WALKING & BIKING





Top 10 Traffic Collision Corridor in Monterey County

Highway 68 Safety & Traffic Flow

Salinas to Monterey

Make intersection and other capacity & operational improvements to increase safety and improve traffic flow between Blanco Road and Highway 1.

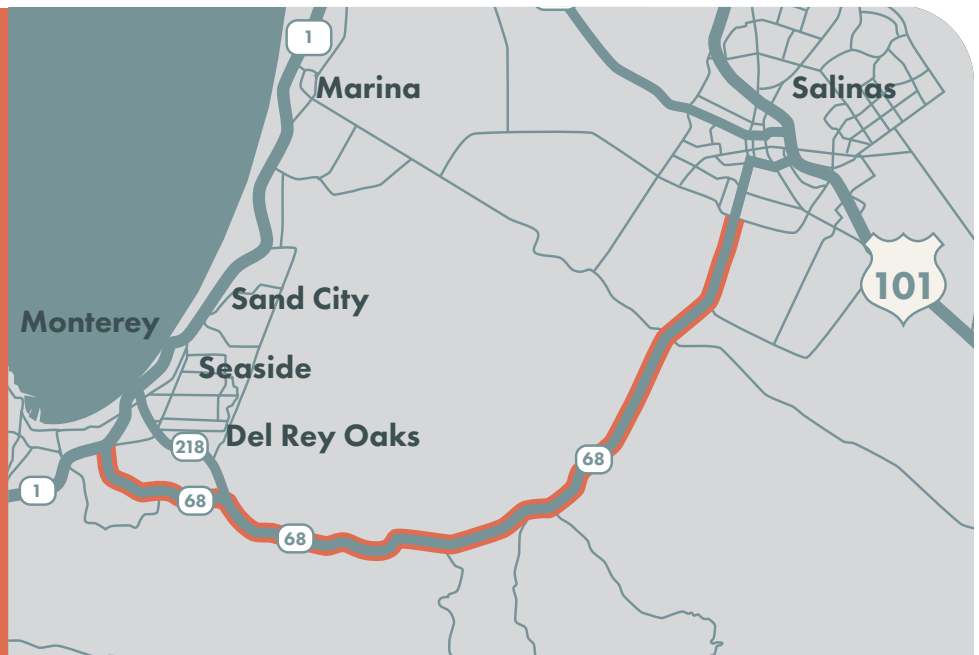
Project Purpose

Highway 68 is the main connector between Monterey County's two principal urbanized areas, Salinas and the Monterey Peninsula, serving commuters and the residents, schools and business parks along the corridor. Traffic congestion along Highway 68 is currently at gridlock during the morning and afternoon commute periods. This project will provide relief to commuters in the Highway 68 corridor in a manner that is cost-effective and environmentally sensitive. A team of planners, engineers and community representatives is currently developing the proposed corridor improvements.

Investment Plan Funding: \$50 Million

Project Benefits:

- Improves safety
- Reduces congestion and delays on Highway 68
- Supports regional travel between Monterey Peninsula and Salinas
- Improves access for local residents





Top 10 Traffic Collision Corridor in Monterey County

State Route 156 Safety Improvements

State Route 156/Castroville Boulevard Interchange

Build a new interchange at Castroville Boulevard and Highway 156, with connections to Blackie Road to improve access for commercial traffic.

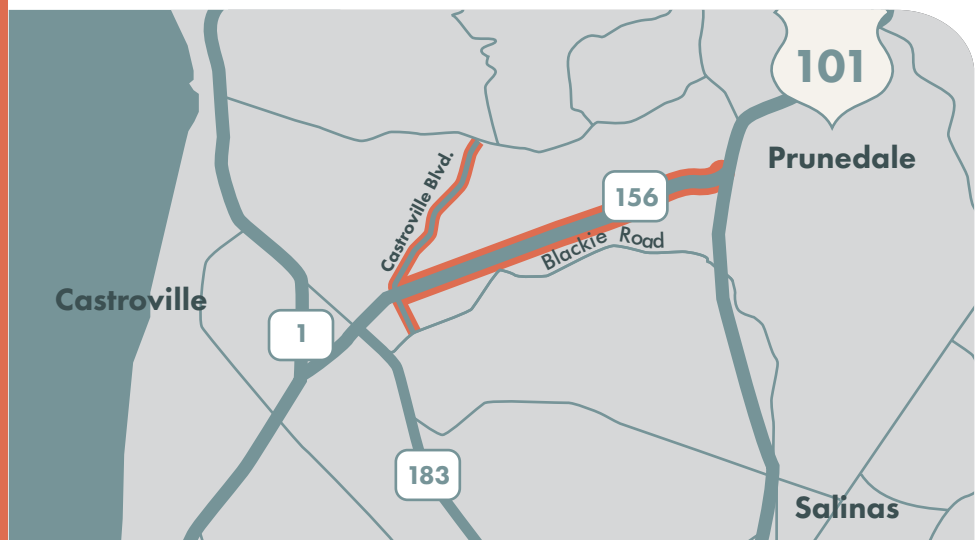
Project Purpose

Highway 156 at Castroville Boulevard is the top collision location in Monterey County. In addition, Highway 156 is the major link connecting the San Francisco Bay area and North Monterey County to the Monterey Peninsula. With its present narrow configuration, it currently operates over capacity, with substantial delays and safety concerns, particularly during special events on the Monterey Peninsula. This congestion affects travel to and from the Peninsula as well as travel between US 101 and Highway 1 for local residents. In addition, the traffic impedes access to the Oak Hills neighborhood. This project will direct truck traffic away from Merritt Street in Castroville and from the accident-ridden Highway 183/156 interchange. It will also help relieve traffic congestion on Highway 156 while improving safety and local traffic circulation in North Monterey County.

Project Benefits:

- Provides traffic congestion relief for 32,000 vehicles per weekday
- Improves safety for Oak Hills and other local communities
- Improves safety at intersections
- Supports our \$2 billion per year visitor economy
- Improves movement of valuable goods to market

Investment Plan Funding: \$30 Million





Top 10 Traffic Collision Corridor in Monterey County

US-101 Safety Improvements

South Salinas and South County

Construct frontage roads along US-101 south of Salinas (Abbott Street on/off-ramp) and make related intersection improvements.

Project Purpose:

Traffic on US 101 in South County is increasingly impacting the highway as well as adjoining interchanges. The lack of frontage roads means that agricultural trucks must use the highway to make local trips, adding to traffic congestion and forcing U-turns and other tricky maneuvers on US 101. Antiquated interchanges all along US 101 will not be able to accommodate traffic in the near future. The purpose of this project is to improve safety and relieve future traffic congestion by eliminating multiple highway crossings while providing the necessary frontage roads to allow farmers access to their lands.

Investment Plan Funding: \$30 Million

Project Benefits:

- Improves safety and relieves traffic congestion on US 101
- Reduces conflicts with slow moving agricultural vehicles
- Supports regional travel between Salinas and south Monterey County cities
- Improves access for local residents





Top 10 Traffic Collision Corridor in Monterey County

Imjin Safety & Traffic Flow Improvements

Multimodal Corridor Improvements

Widen Imjin from 2 to 4 lanes between Reservation Road and Imjin Road and make bike and pedestrian safety and transit improvements along the corridor.

Project Purpose

This project will provide a transit, bicycle, pedestrian and auto corridor that will connect Salinas to Marina and California State University Monterey Bay. Features of the project will include new travel lanes, bicycle facilities, sidewalks, transit stops/shelters, transit prioritization at signalized intersections.

Investment Plan Funding: \$20 Million

Project Benefits:

- Reduced travel times between Salinas and the Peninsula
- Improves safety for all travelers
- Creates a more comfortable regional bicycle route
- Improves pedestrian safety in the corridor





Top 10 Traffic Collision Corridor in Monterey County

Highway 1 Traffic Relief - Busway

Create a new rapid bus corridor along Highway 1 between Monterey and Marina, with possible extensions to Castroville, utilizing the shoulder of the highway and / or portions of the parallel rail right-of-way, to provide a way for commuters to spend less time in traffic.

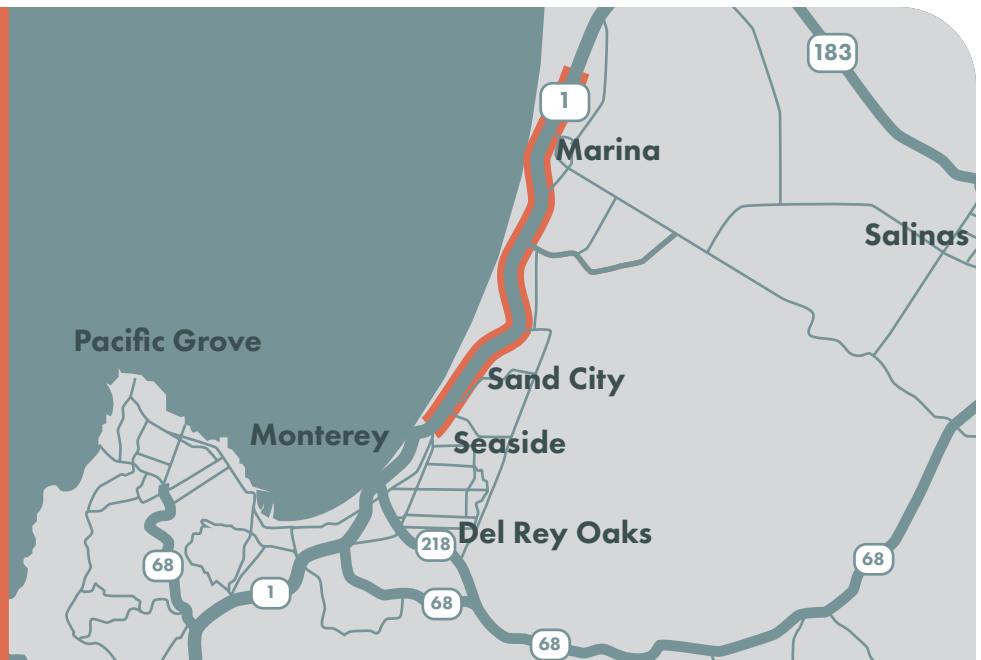
Project Purpose

Rapid bus corridors, also known as “bus rapid transit”, are an innovative concept to build improvements to that allow buses to travel more rapidly than cars in a corridor. This project is a low cost way to reduce travel times on the busy Highway 1 corridor.

Investment Plan Funding: \$15 Million

Project Benefits:

- Increases transit service
- Reduces bus and automobile travel times
- Improves air quality





Holman Highway 68 Safety & Traffic Flow

Monterey through Pacific Grove – Holman Highway

Make road, bike and pedestrian safety improvements on Holman Highway 68 between Highway 1 and Asilomar.

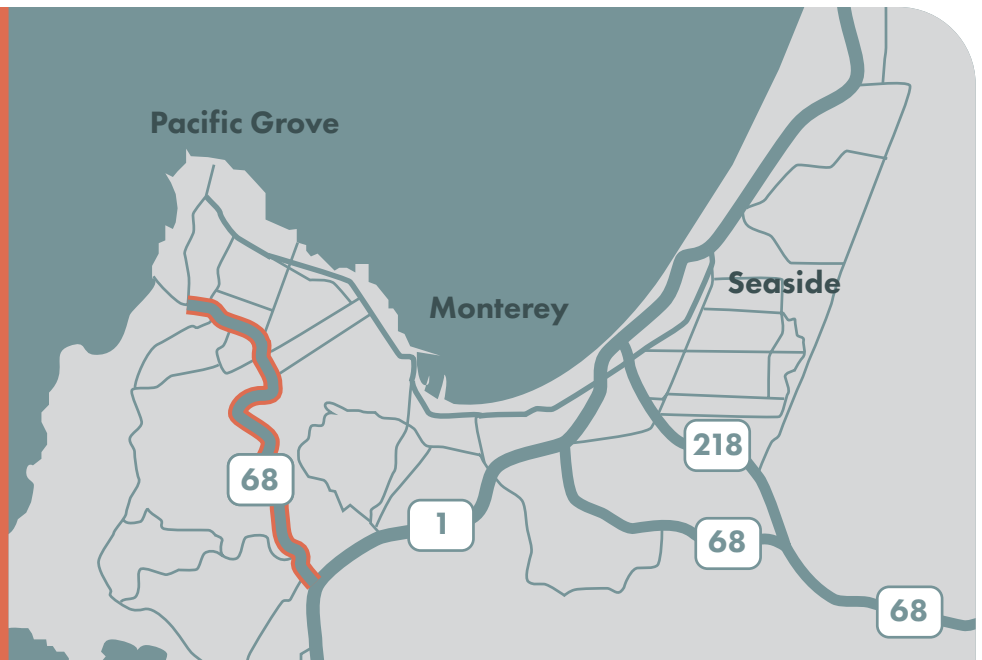
Purpose

With its present narrow configuration, Holman Highway currently is very congested during peak commute periods and during special events on the Monterey Peninsula. And within the Pacific Grove City Limits, the highway is not conducive to safe pedestrian and bicycle travel. This project will reduce highway congestion, improve emergency access to the hospital, and make it safer for biking and walking in business districts, school zones and residential neighborhoods.

Investment Plan Funding: \$10 Million

Project Benefits:

- Provides safety improvements
- Improves emergency access for patients going to the hospital
- Facilitates commuter and other travel to and from Pacific Grove, Pebble Beach and Monterey
- Reduces congestion on Highway 68 leading to the Highway 1 interchange





Habitat Preservation/ Advance Mitigation



Habitat Plan and Advance Right-of-way

Create a plan that identifies high quality habitat and agricultural land to acquire to replace land that is needed to construct the transportation projects in this investment plan. The plan will allow early preservation of quality habitat and agricultural land, while reducing the cost and the time it takes to build transportation projects.

Project Purpose

By surveying the project right of way needs and planning ahead, this project will allow quality habitat and agricultural land parcels to be purchased early to better meet strict environmental conservation requirements. Eligible uses of funds include creation of a habitat conservation plan, contributions towards the purchase of habitat, and purchase of interest or credit in a “land conservation bank”.

Transportation projects may have unavoidable impacts to sensitive habitat. The projects in this plan will be carefully designed to preserve sensitive habitat whenever possible, but where impacts are unavoidable, habitat must be preserved elsewhere, to more than offset the project’s impacts. The goal of this program is to mitigate habitat impacted by transportation projects in a more comprehensive and cost-effective manner so as to benefit both taxpayers and the environment.

Project Benefits

- Preserves quality habitat at a lower cost
- Accommodates a wide range of projects that vary greatly in size and scope
- Reduces uncertainty for landowners

Investment Plan Funding: \$5 million



Pedestrian & Bike Safety

Fort Ord Regional Trail and Greenway (FORTAG) – Paved Transportation Corridor

Create a new paved regional active transportation route to serve as a safe pedestrian and bicycle corridor connecting Seaside, Marina, Del Rey Oaks, Monterey, and unincorporated county residents to California State University Monterey Bay, Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail transportation corridor.

Project Purpose

The project is a continuous 12-ft wide paved bikeway with an open space buffer on both sides incorporating habitat, parks, playing fields, developed outdoor recreation sites and associated amenities. The northern loop of FORTAG encircles Marina, following a 13 mile route that includes 3 miles of the existing Coastal Rec Trail. The southern loop of FORTAG encircles Seaside and bisects Del Rey Oaks, following a 15 mile route that includes 4 miles of the existing coastal trail system. The route includes spurs connecting with existing and planned bike/pedestrian infrastructure. Several sections of the paved trail will link to nearby unpaved trails.

Project Benefits

- Provides a safe connection between residential areas, schools, workplaces, regional parks, and city services
- Enhances property values along the greenway corridor
- Provides community health benefits from active transportation routes
- Creates economic benefits from associated retail, hospitality, and competitive events

Investment Plan Funding: \$20 million





Transportation for Youth, Seniors, People with Disabilities & Working Families



Safe Routes to Schools

Improve the safety and health of children by funding projects and programs (such as sidewalks, bikeways and educational programs) that promote safe walking and bicycling to school. Also, funds may be used to transport young people to vocational training at Rancho Cielo and similar non-profit programs.

Project Purpose

Thirty years ago, 60% of children living within a 2-mile radius of a school walked or bicycled to school. Today, that number has dropped to less than 15%. Roughly 25% commute by school bus, and well over half are driven to or from school in vehicles. And back then, 5% of children between the ages of 6 and 11 were considered to be overweight or obese. Today, that number has climbed to 20%. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools. This program is intended to reverse these trends by funding projects that improve children's health by making walking and bicycling safer and easier.

Project Benefits

- Improves safety for children walking and biking to school
- Creates better connections between schools, such as Rancho Cielo, and residential areas
- Enhances air quality
- Provides healthier transportation choices for school children and parents

Investment Plan Funding: \$20 million



Transportation for Youth, Seniors, People with Disabilities & Working Families



Senior & Disabled Transportation Services

Increase transportation services for older adults and persons with disabilities to support their ability to live independently in their homes and communities.

Program Purpose

The number of Monterey County residents 75 years of age and older is projected to increase from 19,000 in 2000 to 44,000 in 2030. The health and well-being of seniors and persons with disabilities depends on their ability to travel to health care, engage in social activities, and go shopping independently. Providing low-cost transportation services will allow working adults to help their parents and grandparents thrive. This program will fund non-profit transportation to support seniors and persons with disabilities.

Project Benefits:

- Gives seniors more transportation options
- Supports independent travel by people with disabilities
- Provides safer and more reliable senior transportation services

Investment Plan Funding: \$15 million



Transportation for Youth, Seniors, People with Disabilities & Working Families



Commuter Bus, Salinas Valley Transit Center(s) & Vanpools

This Program will fund new bus and vanpool services for workers to reach jobs throughout the region, create a new bus maintenance facility in King City, and create a new bus facility in the Salinas area to reduce operating costs.

Project Purpose

Commuters are looking for alternatives to driving on congested roads between Monterey and Salinas and the Salinas Valley. Bus travel between these cities is very popular, with buses often at standing room only during rush hour, with long travel times and waits. Increasing the frequency of this commuter bus service will make this alternative to driving more convenient for commuters. In addition, new bus facilities in the Salinas Valley will help to reduce operating costs for Monterey-Salinas Transit.

Project Benefits

- Increases transit service and frequency, including service between King City and Salinas
- Reduces greenhouse gas emissions
- Improves traffic flow and travel times

Investment Plan Funding: \$25 million

Regional Safety, Mobility & Walkability

ROADS &
POTHOLES



MOBILITY &
ACCESS



SAFETY &
TRAFFIC



WALKING &
BIKING



Regional Project Policies

Eligible Project Costs

Eligible project costs include all conceptual studies, project development costs, right-of-way acquisition, construction costs and any other costs needed to deliver the projects, unless otherwise noted in the project description.

Use of Excess Revenues

If a five-year average of revenues exceeds the estimates in this plan, funding may be allocated in this order of priority by the TAMC Board:

- To cover cost increases or new features of projects on the list;
- To incorporate new technologies into the plan; and,
- To add new projects to the list.

Funding or Cost Changes

Transportation planning experts, including independent financial and engineering professionals, have carefully crafted these policies and project descriptions with conservative revenue estimates. There are, however, many unforeseen circumstances that can arise over 30 years. The actual funding needed to construct the regional roadway projects may be higher or lower due to factors that are outside their control. The effects of inflation or rising construction costs may impact the total amount of funding needed to complete the projects. As such, the project funding shares in this plan will be revised annually to account for inflation

Removal or Addition of Projects

Removal or addition of any project on the safety and congestion relief project list, for any reason, shall require an amendment to the Transportation Safety & Investment Plan.

Expenditure Plan

The Transportation Agency will prepare and adopt by a vote of the Transportation Agency Board a Strategic Expenditure Plan within twelve months of the sales tax taking effect. The expenditure plan will include project cost estimates, revenue estimates, other matching funds, and a draft timeline for regional project delivery.

Regional Safety, Mobility & Walkability

ROADS & POTHOLES



The Transportation Agency will consider the following criteria when establishing the delivery schedule of the Transportation Improvement Projects:

- Project Readiness
- Project Funding
- Relative Level of Need or Urgency
- Cost Effectiveness
- Fair Geographic Distribution

MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Transportation Safety & Investment Plan

ROADS &
POTHoles



MOBILITY &
ACCESS



SAFETY &
TRAFFIC



WALKING &
BIKING



Plan Policies

Governance & Safeguards

The investment plan includes strong taxpayer safeguards to ensure that the projects and programs approved by the voters are funded and delivered over its 30-year lifetime. These safeguards are as follows:

Firm Sunset Date

This tax will be imposed for a period of 30 years. Collection of the tax will start on April 1, 2017 and cease after 30 years.

Funds Are Exclusively for Transportation

Under no circumstances may the proceeds of this transportation sales tax be applied to any purpose other than for transportation projects, programs and activities.

Independent Audits

The sales tax program shall be subject to an annual audit by an independent firm to confirm that the program is meeting the voter-approved requirements in the plan and following accepted accounting standards. The auditor's report shall be a public document available for review.

Program Administration

The Transportation Agency for Monterey County shall have the responsibility for administering and distributing the transportation sales tax proceeds. The Transportation Agency is an independent agency composed of one representative from each city in the county plus the five County supervisors.

One-Percent Spending Limit on Salaries and Benefits

The purpose of this measure is to deliver transportation improvements. Administrative costs shall be kept to the minimum required to deliver projects on time and within budget. In no case shall more than 1% of revenues from this measure be used to pay for Transportation Agency administrative salaries and benefits, and only for activities related to the sales tax program.

Transportation Safety & Investment Plan

ROADS & POTHOLES



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Amendments to the Plan

It is the intent that this plan will be implemented as approved by the voters. However, there may be unforeseen circumstances that occur over the 30-year implementation period. The Transportation Agency for Monterey County may propose amendments to the Plan to respond to unforeseen circumstances, or to provide for the use of additional federal, state, local or other funds. To modify the plan, an amendment must be approved by a 2/3 vote of the Transportation Agency for Monterey County Board of Directors, and by a simple majority weighted vote of the Transportation Agency for Monterey County Board of Directors based on population, following a noticed public hearing, a 45-day comment period and Citizens Oversight Committee review and recommendation of approval.

Loans Within the Program

Unspent funds may be loaned from one category to another at prevailing interest rates provided that repayment occurs within five years. Loans may also be made to projects outside of this program to projects at risk of delays due to a shortfall in State or federal funding, provided repayment is made within five years. Such loans may not interfere with the implementation of programs or projects in the loaning category and must be approved with a 2/3 vote of the Transportation Agency for Monterey County Board of Directors and by a simple majority weighted vote of the Board of Directors based on population, with Citizens Oversight Committee review and recommendation of approval.

Bonding Provisions

Early delivery of projects is a goal of this program to maximize project benefits and reduce costs. This Investment Plan anticipates accelerating the delivery of projects in the Regional Safety, Mobility, & Walkability program by issuing bonds. The issuance of bonds is based on the assurance that repayment of bonds is the first priority for the use of sales tax funds.

Published Results of Audits and Annual Reports

Results of the Independent Audit, Citizens Oversight Committee findings, and the Annual Report must be published and made available to the general public.

Transportation Safety & Investment Plan

ROADS & POTHoles



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Citizens Oversight Committee

A Citizens Oversight Committee representing a diverse range of community interests shall be formed within 6 months of voter approval of this measure. The committee shall meet at least once a year or as often as monthly. Meetings shall be open to the public. The Committee's duties shall be as follows:

- Independent Audits: Have full access to the Agency's independent auditor and review the annual audits, have the authority to request and review specific financial information, and provide input on the audit to assure that funds are being expended in accordance with the requirements of this plan;
- Plan Changes: Review and make recommendations on any proposed changes to the plan, prior to Transportation Agency Board consideration;
- Project Delivery and Priorities: Review and comment on project delivery schedules as represented in the Strategic Expenditure Plan and make recommendations to the Transportation Agency on any proposals for changing project delivery priorities; and
- Annual and Final Reports: Prepare annual reports regarding the administration of the program, to be presented to the Transportation Agency Board of Directors and available for public review.



Transportation Safety & Investment Plan

ROADS & POTHOLES



The Citizens Oversight Committee membership shall include one representative from each of the following organizations or interests:

- League of Women Voters
- A bona fide taxpayers association from the Salinas Valley
- A bonafide taxpayers association from the Monterey Peninsula
- Senior or disabled services agency
- Pedestrian or bicycle transportation advocate
- Transit users
- Labor organization
- Central Coast Builders Exchange
- Chamber of Commerce –Salinas Valley
- Chamber of Commerce - Monterey Peninsula
- Agriculture
- Habitat preservation
- Hospitality
- Education

MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Members and their alternates shall be nominated by the bona fide organization they are representing and appointed by the Transportation Agency Board of Directors. Additional members may be appointed by the Transportation Agency Board of Directors to assure that a broad range of geographic and stakeholder interests are represented on the committee; however, no case shall Committee membership excluding alternates exceed 20. Initial member terms shall be staggered with half serving a 2-year term and half serving a 3-year term as specified by the Transportation Agency. Any member may be reappointed to a 2-year term for an unlimited number of terms.

Transportation Safety & Investment Plan

ROADS & POTHOLES



Matching Funds Opportunity

This program will give Monterey County the opportunity to double its transportation resources. With an approved transportation measure, our county will qualify as “self-help.” Residents in self- help counties have passed sales tax measures to meet the transportation needs of their communities. These are locally controlled dollars that can’t be taken by the state and can only be used for projects approved by the voters.

Self-Help Counties are able to compete for matching state and federal grants, thereby leveraging their local dollars to further enhance their ability to meet their transportation needs.

MOBILITY & ACCESS



Risk of Not Investing

Our transportation infrastructure is aging and county roads and city streets are crumbling. The current state of transportation in Monterey County is detrimental to our regional economy. There are many key corridors, such as Highway 68 between Salinas and Monterey, which suffer collisions and traffic jams that make commuting difficult. The transit system can be crowded and serviced by infrequent buses, which discourages motorists from taking alternative forms of transportation. In many communities, there is a lack of safe walkways and bicycle routes between neighborhoods and schools.

SAFETY & TRAFFIC



Failure to invest in our transportation future will prolong and exacerbate the current issues and make it that much more difficult and expensive to fix the problems later. Our county will also lose out on our fair share of matching state and federal funds. Now is the time to construct the projects in the Transportation Safety & Investment Plan and keep Monterey County moving.

WALKING & BIKING



For more information on our transportation needs, visit the Transportation Agency for Monterey County’s website at tamcmonterey.org.

Community Leaders Advisory Group

ROADS & POTHOLES



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Alliance for Jobs

Alliance on Aging

Bay Bikes

Big Sur International Marathon

Big Sur Land Trust

Building Healthy Communities

California State University Monterey Bay

Carpenters Union, Local 505

Castroville Community Service District

Central Coast Center for Independent Living

Central Labor Council

Communities Organized for Relational Power in Action (COPA)

Community Hospital of the Monterey Peninsula

Community Housing Improvement Systems and Planning Association, Inc. (CHISPA)

Elkhorn Slough Foundation

Fort Ord Recreational Trail and Greenway

Gourley Construction

Graniterock Company

International Brotherhood of Electrical Workers

LandWatch Monterey County

League of Women Voters of Monterey County

Meals on Wheels of the Monterey Peninsula

Monterey Bay Area Managers

Monterey County Convention & Visitors Bureau

Monterey County Farm Bureau

Monterey County Hospitality Association

Monterey County Office of Education

Monterey County Public Works

Monterey County Vintners and Growers

Monterey Peninsula Chamber of Commerce

Monterey Peninsula Taxpayers Association

Monterey-Salinas Transit

North County Fire District

North Monterey County LULAC

Salinas Seniors Center

Salinas United Business Association

Salinas Valley Chamber of Commerce

Salinas Valley Taxpayers Association

Southern Monterey County Rural Coalition



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: June 15, 2017

SUBJECT: APPROVE REAPPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

PURPOSE

To approve appointments and reappointments to the Parks and Recreation Commission, Board of Architectural Review and Art and History Commission

RECOMMENDATION

That the appointments be approved as presented.

BACKGROUND

The Commissions, Committees and Boards are City Council appointed advisory bodies that serve as an important link between the City Council and Community by providing direct involvement in policy-making and communication of vital information.

The Mayor and Mayor Pro Tem, with the advice and consent of the City Council, makes appointments to Commissions, Committees and Boards, while the City Manager designates Department Heads or other staff members to regularly attend meetings of advisory bodies to provide technical support.

City staff has submitted multiple advertisements inviting applications for positions on all City of Seaside Boards and Commissions, has listed the Board and Commission openings on the City website and posted vacancies on all of the Public Notice boards. Interviews have been conducted within the last six months for all current applications on file. As a result, the following re-appointments are recommended:

PLANNING COMMISSION

FirstName	LastName	Commission	Term	Term Expiration	New Expiration
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John	Owens	PC	4 years	May, 2017	June 1, 2021
Keith	Dodson	PC	4 years	May, 2017	June 1, 2021
Denise	Ross	PC	4 years	May, 2017	June 1, 2021

BOARD OF ARCHITECTURAL REVIEW

FirstName	LastName	Commission	Term	Term Expiration	New Expiration
Mitsugu	Mori	BAR	4 years	April, 2012	June 1, 2021
Kathleen	Ventimiglia	BAR	4 years	September 17, 2013	June 1, 2021

ART AND HISTORY COMMISSION

FirstName	LastName	Commission	Term	Term Expiration	New Expiration
Francoise	Avery	Arts & History	4 years	November, 2014	June 1, 2021
Michael	Wildgoose	Arts & History	4 years	November, 2014	June 1, 2021
Emily	Ventura	Arts & History	4 years	November, 2014	June 1, 2021

NEIGHBORHOOD IMPROVEMENT

FirstName	LastName	Commission	Term	Term Expiration	New Expiration
Ramona	Olaeta-Reed	NIP	2 Yrs	April 30, 2016	June 1, 2020
Jo Ann	Francis	NIP	3 Yrs	July 30, 2017	June 1, 2020

Community Development Advisory Committee

FirstName	LastName	Commission	Term	Term Expiration	New Expiration
John	Francis	CDAC	2 Years	June 1, 2017	June 1, 2020
Sue	Hawthorne	CDAC	2 Years	October 2, 2016	June 1, 2020

Parks and Recreation Commission

FirstName	LastName	Commission	Term	Term Expiration	New Expiration
Ernie	Suber	PRC	3 years	April 1, 2010	June 1, 2020

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. None.

Meeting Date: June 15, 2017

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: Sharon Mikesell, Administrative Analyst

DATE: June 15, 2017

SUBJECT: PUBLIC HEARING TO CONSIDER THE 2017-2018 ANNUAL ACTION PLAN FOR SEASIDE'S USE OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FUNDS.

PURPOSE

The purpose of this item is to hold a Public Hearing to receive comments on the City of Seaside's Community Development Block Grant (CDBG) Annual Action Plan (AAP). This document is required by the US Department of Housing and Urban Development (HUD) in order to receive the grant funding.

RECOMMENDATION

It is recommended that the City Council approve the 2017-2018 Annual Action Plan with the HUD approved contingency language pending an official Grant Announcement from HUD. Once the grant amount has been announced, the AAP will be updated accordingly. The City Manager is authorized to sign the SF-424 forms and update the 2017-2018 Seaside City Budget to reflect the actual grant allocations and Staff is directed to send the updated AAP to HUD. HUD anticipates that the grant awards will be announced prior to the Federal deadline of August 16, 2017.

BACKGROUND

The City of Seaside is an entitlement grantee of Community Development Block Grant (CDBG) funds issued from the US Department of Housing and Urban Development (HUD). Each year, an Annual Action Plan is required to implement the next fiscal year's program.

On December 15, 2016, HUD issued Notice CPD-16-18 advising potential delays on announcement of 2017-2018 CDBG grant award amounts and advised grantees that a method to approach their Annual Action Plan was to prepare the plan as usual using an estimated grant award and contingency provision language to adjust the actual allocations once the grant award

was announced.

The Community Development Advisory Committee followed HUD's recommendations and approved a Draft Annual Action Plan on March 15, 2017 with the contingency provision language.

On March 16, 2017, President Trump announced his budget proposal, eliminating the CDBG program entirely. As a result, it was prudent to put the plan on hold until there was an indication that a grant award would actually be made for 2017-2018.

President Trump signed the Consolidated Appropriations, 2017 bill into law on May 5. As in past years, the appropriations act directs HUD to announce formula allocation amounts within 60 days of enactment. Grantees are advised not to submit their consolidated plan/action plan until after the FY 2017 allocations have been announced. Once HUD informs grantees of their FY 2017 funding allocation amounts, each grantee should, prior to submission, ensure that the actual FY 2017 allocation amounts are reflected in the form SF-424, in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution).

HUD has advised agencies that have prepared their Annual Action Plan with contingency provision language to move ahead with the public comment period and approve the plans but hold them for submission until after the grant announcement is made.

The City Council reviewed and authorized the Community Development Advisory Committee's recommendations for subrecipient allocations during the June 1 meeting.

Since the contingency provision language would apply, the Plans may be adjusted to reflect the actual award (when announced) without delay of an additional public comment period so that they may be submitted in accordance with 24CFR 91.500(b). HUD's 45 day review period will begin when the submission of the Annual Action plan or executed SF-424(s) forms are received by the Field Office, whichever is later. Per Federal Law, the submission by the City of Seaside must be received by August 16, 2017.

FISCAL IMPACT

There is no impact to the General Fund as a result of this item.

ATTACHMENTS

1. Draft 2017-2018 Annual Action Plan with contingency provision language
-

2. 2017-2018 Allocations (assuming \$360K grant)
 3. Resolution Approving 2017-2018 AAP
 4. Proof of Publication-Notice of Public Review Draft AAP
 5. Proof of Publication-Public Participation Process
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Annual Action Plan



2017-2018

City of Seaside Community Development Block Grant Program

**Public comment period
May 15-June 15, 2017**

ALL RECOMMENDATIONS ARE CALCULATED ON ANTICIPATED FUNDING
BASED ON PRIOR GRANT AWARDS.

This proposed plan includes contingency provision language to
explain how the amounts will be adjusted once actual amounts
(if awarded) become known.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

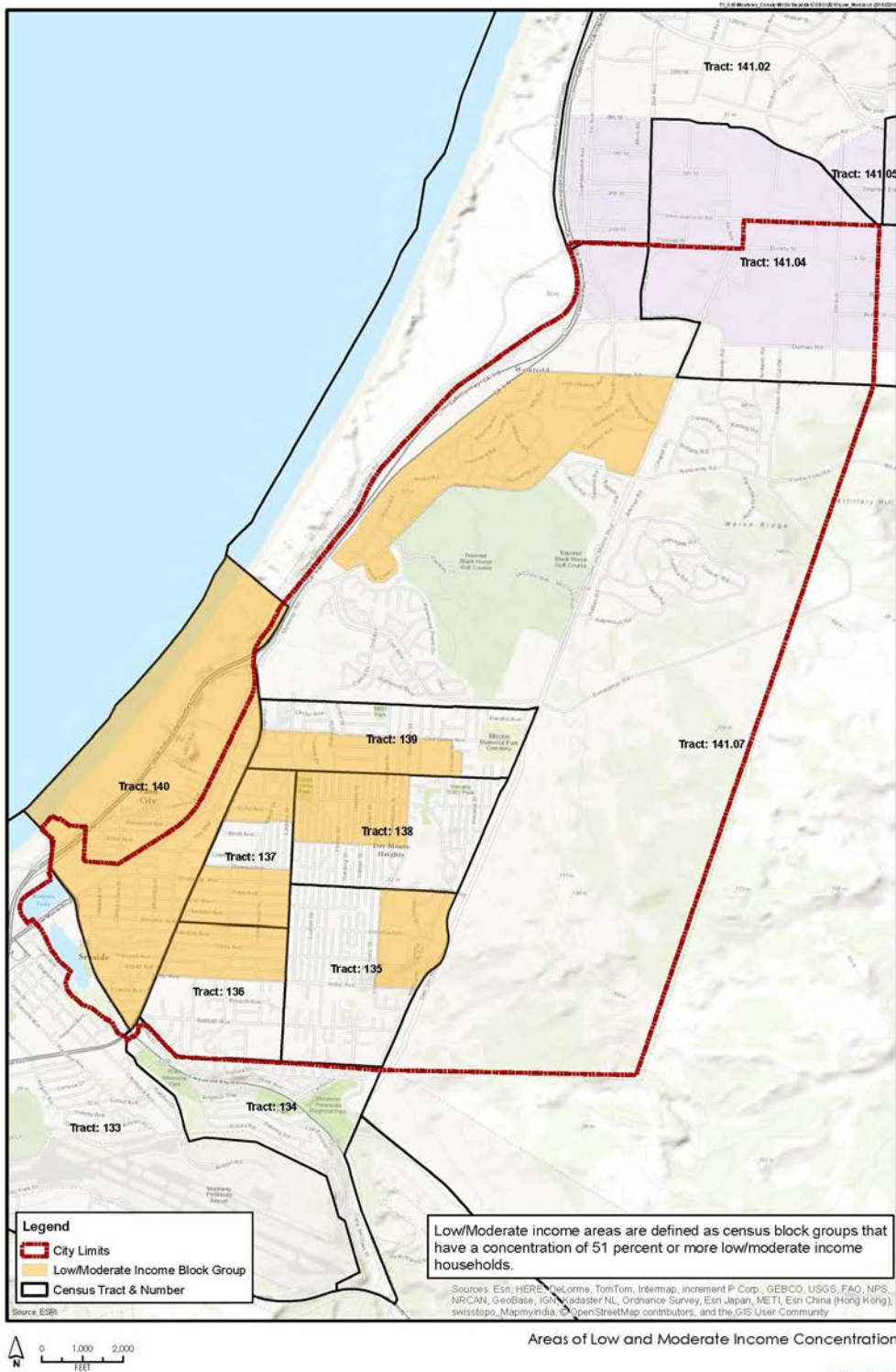
1. Introduction

The City of Seaside (City) is an entitlement jurisdiction that receives federal funds from the US Department of Housing and Urban Development (HUD) to invest in local communities. In the 2017-2018 program year, the City expects to receive approximately \$360,000 in HUD funding under the Community Development Block Grant (CDBG) Program, which is designed to assist low and moderate income (LMI) households. The City also expects to receive another \$100,000 in program income for a land lease payment. The Annual Action Plan must also address special needs identified as the needs of the elderly, persons with disabilities, homeless individuals, and others. The 2017-2018 Annual Action Plan is the third annual plan implemented as part of the City's 2015-2020 Consolidated Plan.

The City has experienced a significant reduction in revenue over the past seven years. These include general revenues and special funds. These reductions have impacted the general operations of the City as well as the City's ability to implement housing and community and economic development activities. One of the most significant losses has been the statewide elimination of Redevelopment Agencies. The loss of this funding stream has had a disproportionate impact on housing and community development. Where once Redevelopment Agency funds carried much of the overhead for CDBG administration and the City's affordable housing program, the CDBG program is now fully burdened as the only funding source for these activities.

Faced with reduced resources, the City has made the choice to focus CDBG resources where the need is greatest. During the public outreach for the 2015-2020 Consolidated Plan the community identified areas of need to be infrastructure and facilities improvements in low income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available CDBG resources.

The City of Seaside is currently working on updating its General Plan, including the Housing element and plans to enter into an MOU with the other recipient agencies in Monterey County to prepare the Assessment of Fair Housing, increasing the City's outreach efforts and community involvement.



Low and Moderate Census Tracts in Seaside

Annual Action Plan
2017

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seaside 2040

your city. your future. 

Your voice matters / *Su voz importa*

The City of Seaside is hosting an Open House to discuss the location and character of future development & transportation in Seaside. Come meet your neighbors and share your thoughts about Seaside!

La ciudad de Seaside está organizando una "Casa Abierta" para conversar sobre la ubicación y el carácter del transporte y el desarrollo futuro de Seaside. ¡Ven conoce a tus vecinos y comparte tus ideas sobre tu ciudad!

Open House

FEBRUARY
27
6:00 PM to 8:00 PM
Oldemeyer Center,
Laguna Grande Room
986 Hilby Ave.
Seaside, CA 93955

*Light refreshments
and childcare will
be provided.*

Casa Abierta

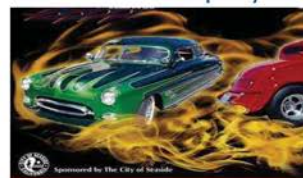
FEBRERO
27
6:00 PM a 8:00 PM
Centro Oldemeyer,
Salon Laguna Grande
986 Hilby Ave.
Seaside, CA 93955

*Habr  aperitivos,
cuidado de ni os y
traducci n en espa ol.*

Oldemeyer to Pachetti Park
Starts at 5:45



Hot Rods, Cool Nights
Cars on Display



Join our mailing list / * nete a nuestra lista de correo*

www.seaside2040.com



2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Seaside has a two year funding cycle. The public participation process identified many target groups and needs of the community during the September 16, 2015 and September 21, 2016 Community Workshops. Target populations include low income areas, seniors, youth, persons with disabilities and homeless.

The following projects are outlined in the 2017-2018 Annual Action Plan:

Boys & Girls Club Doors, Locks and Solar Panel Improvements

Genesis House Window Upgrade Improvements

Cutino Park ADA Improvements

Salvation Army Housing Support Program

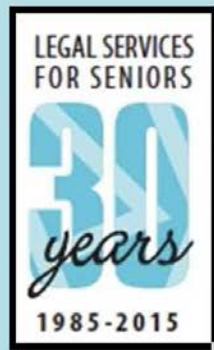
Girls Inc. After School Leadership Mentoring

The Village Project – Mae C. Johnson Education and Cultural Enrichment Academy

Legal Services for Seniors

Community Partnership for Youth

These projects are intended to assist low and moderate-income persons and neighborhoods by providing a suitable living environment through improving access and removing barriers to public facilities and improving access and removing barriers to social services. The public participation process identified many target groups and needs of the community during the September 16, 2015 and September 21, 2016 Community Workshops. Target populations include low income areas, seniors, youth, persons with disabilities, homeless, persons with disabilities.



Proposed Recipients
2017-2018
City of Seaside CDBG funding



2017-2018 Proposed Funding Recipients

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City's CDBG program faces the challenges of shrinking grant funds and staffing turnover. The City continues to be impacted by the loss of redevelopment funding and a reduction in overall grant dollars received. Although the contracted duties have been greatly reduced, the City has continued to rely on contract staffing to supplement management of the CDBG grant program's subrecipient activity submittals and monitoring efforts.

The Community Development Advisory Committee (CDAC) has steadily increased their involvement. In 2012, the CDAC was formed as part of the City's Citizen Participation Plan. The CDAC members meet monthly as an active and visible part of the planning and management for CDBG funds, providing valuable feedback to staff and ensuring citizen participation.

The City has successfully administered funding for programs and projects and has conducted subrecipient monitoring activities with four subrecipient agencies that will be reported in the CAPER this fall.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Seaside has a two year application cycle for subrecipients. Activities since filing the last AAP :

June 6, 2016, Seaside's first General Plan update public workshop

August 2, 2016, General Plan update open house at National Night Out

August 4, 2016, the City Council approved revisions to the AAP allocating additional funds to the Public Service recipients as a non-substantial amendment to the AAP

August 25, 2016 Annual Planning & Community Workshop Notice in **Monterey County Weekly** published in English and Spanish

September 21, 2016 Community Development Advisory Committee (CDAC) hosts Annual Community Needs Assessment workshop. Public service grantees were already determined. No mandatory workshop in November

December 6, 2016, Second General Plan Update community workshop

January 15, 2017 Two CDBG applications for City projects received by 5pm deadline

January 18, 2017 CDAC received the Applications for City projects for review.

February 15, 2017 One City project proposal was withdrawn. CDAC received a presentation on the remaining City project and a memo from HUD regarding a delay likely for award notices. CDAC added contingency language to the action plan to adjust the allocations, once actual funding is known

February 27, 2017, General Plan Update open house

March 10, 2017 CDAC started review of draft Annual Action Plan

March 15, 2017 CDAC reviewed draft Annual Action Plan and approved with estimated funding and contingency language to adjust for actual grant

March 16, 2017, President Trump announced budget proposal eliminating the CDBG program

March 16, 2017, City Council approves a Memorandum of Understanding with all Monterey County HUD/CDBG funding recipients to prepare the Assessment of Fair Housing.

March 17, 2017, City Staff recommends the Annual Action Plan be placed on hold pending a determination from the federal government regarding CDBG program's future

May 2, 2017, HUD/SF office indicates CDBG program can proceed with public comment period using contingency language pending official award announcement

May 11, 2017, Notice of Public Hearing is published in ***Monterey County Weekly***

June 1, 2017, City Council makes recommendations for funding

June 15, 2017, Public Hearing is held, public comment period is closed. City Council approves AAP Official submission to take place after an grant award is made and the allocations adjusted in accordance with the contingency language. AAP submitted no later than August 16, 2017

MONTEREY COUNTY WEEKLY

668 Williams Ave (831) 394-5656
Seaside, CA 93955

Proof of publication

State of California/County of Monterey
I am a citizen of the United States and a resident
of the State of California. I am over the age of 18
years and not party to or interested in the
above-entitled matter.

I am the principal clerk of *Monterey County
Weekly*, a newspaper of general circulation,
published weekly by Milestone
Communications, Inc. in the City of Seaside,
County of Monterey, and which newspaper has
been adjudicated a newspaper of general
circulation by the Superior Court of the County
of Monterey, State of California; that the notice
of which the annexed is a printed copy has been
published in each regular and entire issue of said
newspaper and not in any supplement thereof on
the following dates to wit.

Sep. 3, 2015

I certify (or declare) under
penalty of perjury that the
foregoing is true and correct.

Name.....Linda S. Maceira.....

Signature.....*Linda S. Maceira*.....

Dated:....Sep. 3, 2015...Monterey, California

**AVISO DE PLANIFICACIÓN ANUAL
Y TALLER COMUNITARIO**
FY 2016-17 (01 de julio del 2016 - 30 de junio del 2017)
FY 2017-18 (01 de julio del 2017 - 30 de junio del 2018)
PROGRAMA DE SUBSIDIOS GLOBALES PARA EL DESARROLLO COMUNITARIO (CDBG)

1. SE ESTÁ AVISANDO que la Ciudad de Seaside está comenzando su planificación anual para el Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) del 2016-2018. Cada año, la Ciudad recibe fondos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. (HUD, por sus siglas en inglés) a través del programa CDBG. El objetivo primario de CDBG es el desarrollo de las comunidades urbanas viables mediante la provisión de vivienda decente, un ambiente adecuado y ampliar las oportunidades económicas para los individuos/familias y comunidades de ingresos bajos y moderados. El 7 de mayo de 2015, el Consejo de la ciudad de Seaside una resolución para adoptar un ciclo de financiación multianual. El proceso de planificación biennial comenzará el 16 de septiembre del 2015, con un taller comunitario.

SE ESTÁ AVISANDO que el Comité Consultivo de Desarrollo Comunitario (CDAC por sus siglas en inglés) de la Ciudad de Seaside se reunirán para sostener un Taller de la Evaluación de Necesidades de la Comunidad el:

martes, 16 de September del 2015, a las 6:30 p.m.
en el Cuarto Blackhorse del Centro Oldenmeyer, 986 Hilby Avenue

Este taller comunitario solicitará comentarios del público sobre las necesidades prioritarias que dirijan CDBG del 2016-18. CDAC agendas se publican en la oficina de la Ciudad de Seaside, en la Biblioteca Pública de Seaside, y en el sitio web de la Ciudad.

Por favor, vea el calendario de eventos a continuación relacionados con la planificación de fondos CDBG para el 2016-18, las aplicaciones para fondos CDBG, y las oportunidades para el comentario público. Por favor tenga en cuenta que las fechas están sujetas a cambio:

11/12/15	CDBG Aviso de Fondos Disponibles (NOFA) y aplicaciones publicadas
11/18/15	Taller obligatorio para los solicitantes de CDBG
1/15/16	Las aplicaciones de CDBG se deben entregar
2/2/16	CDAC recibe las aplicaciones
2/25-3/16/16	Sesiones de trabajo para CDAC
4/21/16	Las recomendaciones de CDAC y el borrador del Plan de Acción anual CDBG 2016-18 al Concilio de la Ciudad
5/5/16	Adopción del Plan de Acción 2016-2018 por el Concilio de la Ciudad
5/15/16	Entregar el Plan de Acción a HUD

Para preguntas o información adicional sobre el taller comunitario o solicitar fondos CDBG, por favor llame a la Ciudad de Seaside al (831) 899-6734. Comentarios escritos o preguntas pueden ser enviados a Sharon Mikesell, de servicios comunitarios y desarrollo económico, Ciudad de Seaside, 440 Harcourt Avenue, Seaside, CA 93955 o vía correo electrónico a smikesell@ci.seaside.ca.us.

El taller comunitario se realizará en inglés. Si necesita un traductor, por favor contacte a la secretaria de la Ciudad en lmilton@ci.seaside.ca.us o 899-6707, no menos de dos días de trabajo antes del taller para hacer los arreglos necesarios.

En cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), la Ciudad de Seaside no discrimina a las personas con discapacidades y es una instalación accesible. Cualquier persona con una discapacidad que requiere una modificación o acomodo para poder participar en este taller se le pide que llame a la oficina de la Secretaria Municipal a lmilton@ci.seaside.ca.us o al 899-6707, no menos de dos días de trabajo antes del taller para permitir hacer los arreglos razonables.

Dispositivos de audición asistidos también están disponibles bajo petición.

Notice-Spanish September 2015 workshop

Annual Action Plan
2017

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MONTEREY COUNTY WEEKLY

668 Williams Ave (831) 394-5656
Seaside, CA 93955

Proof of publication

State of California/County of Monterey
I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter.

I am the principal clerk of *Monterey County Weekly*, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit:

Sep. 3, 2015

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name.....Linda S. Maceira.....

Signature.....*Linda S. Maceira*.....

Dated:....Sep. 3, 2015...Monterey, California



NOTICE OF ANNUAL PLANNING AND COMMUNITY WORKSHOP

FY 2016-2017 (July 1, 2016 – June 30, 2017)
And
FY 2017-2018 (July 1, 2017–June 30, 2018)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM



NOTICE IS HEREBY GIVEN that the City of Seaside is beginning its annual planning for the 2016-2018 Community Development Block Grant (CDBG) program. Each year, the City receives funding from the US Department of Housing and Urban Development (HUD) through the CDBG program. The primary objective of CDBG is the development of viable urban communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income individuals/families and communities. On May 7, 2015, the Seaside City Council adopted a resolution to adopt a multi year funding cycle. The biennial planning process will begin on September 16, 2015, with a community workshop.

NOTICE IS HEREBY GIVEN that the Community Development Advisory Committee (CDAC) of the City of Seaside will meet to hold a Community Needs Assessment Workshop on:

Wednesday, September 16, 2015, at 6:30 p.m.
Blackhorse Room of the Oldmeyer Center, 986 Hilby Avenue

This community workshop will solicit public comment on the priority needs that will direct 2016-2018 CDBG funding. CDAC agendas are posted at Seaside City Hall, at the Seaside Public Library, and on the City's website.

Please see the schedule of events below related to the planning for 2016-2018 CDBG funds, applications for CDBG funds, and opportunities for public comment. Please note that dates are subject to change.

November 12, 2015	CDBG NOFA and applications released
November 18, 2015	Mandatory workshop for CDBG applicants
January 15, 2016	CDBG applications due
February 2, 2016	Special CDAC meeting /receives applications
February 24, 2016	Special CDAC meeting-individual review and ranking
February 25-March 16, 2016	CDAC work sessions
March 16, 2016	CDAC recommendations for multi-year funding
April 6, 2016	Special CDAC Meeting- draft annual CDBG Action Plan
April 21, 2016	CDAC recommendations and annual action plan to City Council
May 5, 2016	Public Hearing/Action Plan adoption by City Council
May 15, 2016	Action Plan due to HUD

For questions or additional information about the community workshop or applying for CDBG funding, please call the City of Seaside at (831) 899-6734. Written comments or questions may be sent to Sharon Mikesell, Administrative Analyst, Community and Economic Development, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955 or by e-mail to smikesell@ci.seaside.ca.us.

The community workshop will be conducted in English. If you require a translator, please contact the office of the City Clerk at lmilton@ci.seaside.ca.us or 899-6707, no fewer than two business days prior to the workshop to make the necessary arrangements.

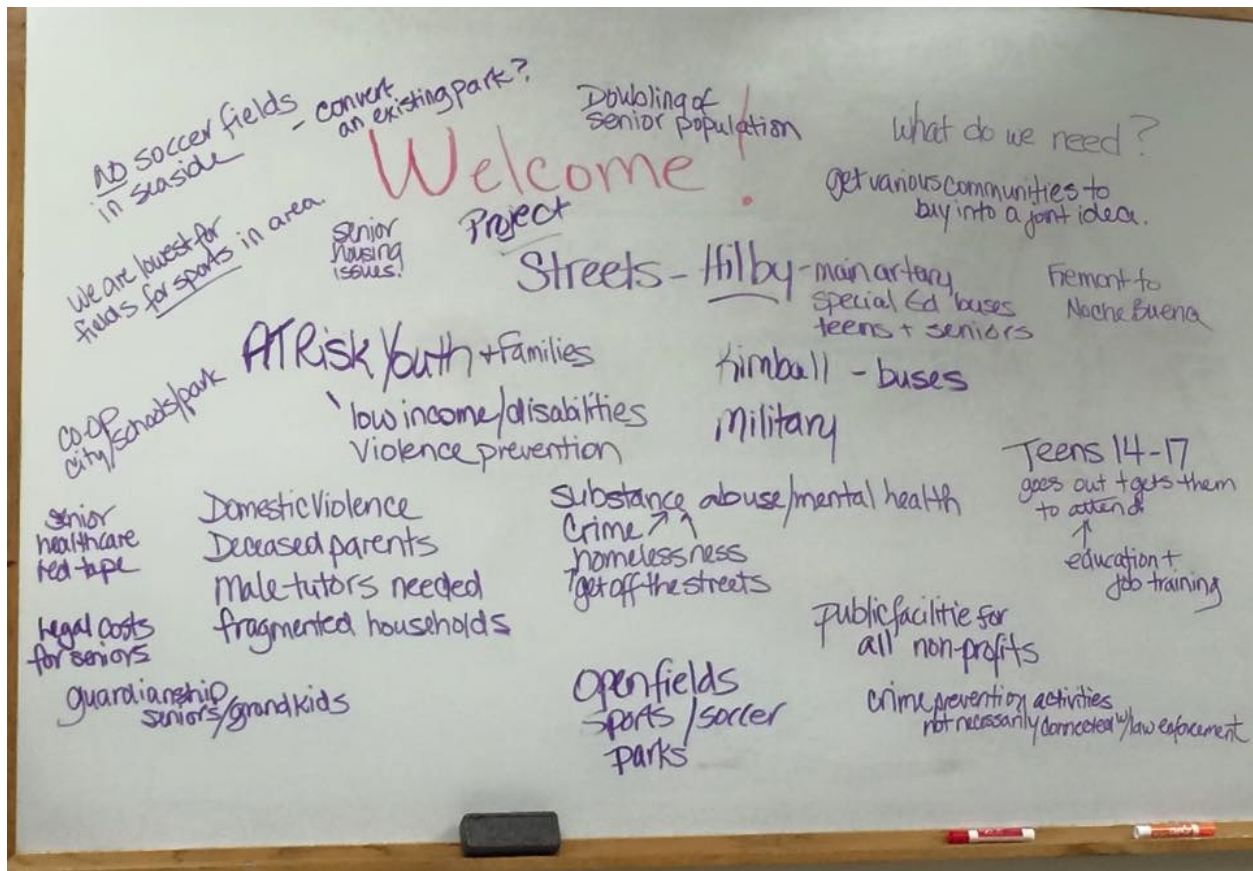
In compliance with the Americans with Disabilities Act (ADA), the City of Seaside does not discriminate against persons with disabilities and is an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this workshop is asked to contact the office of the City Clerk at lmilton@ci.seaside.ca.us or 899-6707, no fewer than two business days prior to the workshop to allow for reasonable arrangements.

Assisted listening devices are also available upon request.

Notice-English September 2015 workshop

Annual Action Plan
2017

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Brainstorming during 9-16-15 workshop

State of California/County of Monterey

I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter. I am the principal clerk of *Monterey County Weekly*, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit: **Aug 25, 2016**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name...Linda S. Maceira...Signature.....*Linda S. Maceira* Dated...Aug. 25, 2016...Monterey, California

**NOTICE OF ANNUAL PLANNING
AND COMMUNITY WORKSHOP
FY 2017-2018 (July 1, 2017-June 30, 2018)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

NOTICE IS HEREBY GIVEN that the City of Seaside is continuing its planning for the 2017-2018 Community Development Block Grant (CDBG) program. Each year, the City receives funding from the US Department of Housing and Urban Development (HUD) through the CDBG program. The primary objective of CDBG is the development of viable urban communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income individuals/families and communities. On May 7, 2015, the Seaside City Council adopted a resolution to adopt a multi year funding cycle. The biennial planning process began on September 16, 2015, with a community workshop.

NOTICE IS HEREBY GIVEN that the Community Development Advisory Committee (CDAC) of the City of Seaside will meet to hold a Community Needs Assessment Workshop on:

Wednesday, September 21, 2016, at 6:30 p.m.

Blackhorse Room of the Oldemeyer Center, 986 Hilby Avenue

This community workshop will solicit public comment on the priority needs that will direct 2017-2018 CDBG grantee project funding only. Public Service grantees have already been determined for FY 2017-2018. CDAC agendas are posted at Seaside City Hall, at the Seaside Public Library, and on the City's website.

Please see the schedule of events below related to the planning for 2017-2018 CDBG funds, applications for CDBG funds, and opportunities for public comment. Please note that dates are subject to change.

November 2016	NO Mandatory workshop for CDBG applicants this year
January 15, 2017	CDBG City project proposals due
February 15, 2017	CDAC meeting-review possible City projects
March 15, 2017	CDAC finalizes recommendations and confirms Public Service
proposals eligibility for second year of their cycle.	
April 20, 2017	CDAC recommendations and annual action plan to City Council
May 4, 2017	Public Hearing/Action Plan adoption by City Council
May 15, 2017	Action Plan due to HUD

For questions or additional information about the community workshop, please call the City of Seaside at (831) 899-6734. Written comments or questions may be sent to Sharon Mikesell, Administrative Analyst, Community and Economic Development, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955 or by e-mail to smikesell@ci.seaside.ca.us.

The community workshop will be conducted in English. If you require a translator, please contact the office of the City Clerk at lmilton@ci.seaside.ca.us or 899-6707, no fewer than two business days prior to the workshop to make the necessary arrangements.

In compliance with the Americans with Disabilities Act (ADA), the City of Seaside does not discriminate against persons with disabilities and is an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this workshop is asked to contact the office of the City Clerk at lmilton@ci.seaside.ca.us or 899-6707, no fewer than two business days prior to the workshop to allow for reasonable arrangements.

Assisted listening devices are also available upon request.



**AVISO DE PLANIFICACIÓN ANUAL
Y TALLER COMUNITARIO
FY 2017-2018
(01 de julio del 2017 - 30 de junio del 2018)
PROGRAMA DE SUBSIDIOS GLOBALES PARA EL
DESARROLLO COMUNITARIO (CDBG)**

SE ESTÁ AVISANDO que la Ciudad de Seaside está continuando su planificación anual para el Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) del 2017-2018. Cada año, la Ciudad recibe fondos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. (HUD, por sus siglas en inglés) a través del programa CDBG. El objetivo primario de CDBG es el desarrollo de las comunidades urbanas viables mediante la provisión de vivienda decente, un ambiente adecuado y ampliar las oportunidades económicas para los individuos/familias y comunidades de ingresos bajos y moderados. El 7 de mayo del 2015, el Consejo de la Ciudad de Seaside adoptó una resolución para adoptar un ciclo de financiación multianual. El proceso de planificación biennial comenzó el 16 de septiembre del 2015, con un taller comunitario.

SE ESTÁ AVISANDO que el Comité Consultivo de Desarrollo Comunitario (CDAC por sus siglas en inglés) de la Ciudad de Seaside se reunirán para sostener un Taller de la Evaluación de Necesidades de la Comunidad el:

miércoles, 21 de septiembre del 2016, a las 6:30 p.m.

en el Cuarto Blackhorse del Centro Oldemeyer, 986 Hilby Avenue

Este taller comunitario solicitará comentarios del público sobre las necesidades prioritarias que dirigirán el concesionario de financiamiento para sólo proyectos CDBG del 2017-2018. CDAC agendas se publican en la oficina de la Ciudad de Seaside, en la Biblioteca Pública de Seaside, y en el sitio web de la Ciudad.

Por favor, vea el calendario de eventos a continuación relacionados con la planificación de fondos CDBG para el 2017-2018, las aplicaciones para fondos CDBG, y las oportunidades para el comentario público. Por favor tenga en cuenta que las fechas están sujetas a cambio.

November 2016	NO taller obligatorio para solicitantes de CDBG este año
January 15, 2017	Las aplicaciones de proyectos de la Ciudad para CDBG deben entregarse
February 15, 2017	Junta de CDAC - revisar posibles proyectos de la Ciudad
March 15, 2017	CDAC finaliza las recomendaciones y confirma la elegibilidad de las propuestas para Servicio Público para su ciclo del segundo año.
April 20, 2017	Las recomendaciones de CDAC y el Plan de Acción anual al Concilio de la Ciudad
May 4, 2017	Audiencia Pública/Adopción del Plan de Acción por el Concilio de la Ciudad
May 15, 2017	Entregar el Plan de Acción a HUD

Para preguntas o información adicional sobre el taller comunitario o solicitar fondos CDBG, por favor llame a la Ciudad de Seaside al (831) 899-6734. Comentarios escritos o preguntas pueden ser enviados a Sharon Mikesell, de servicios comunitarios y desarrollo económico, Ciudad de Seaside, 440 Harcourt Avenue, Seaside, CA 93955 o vía correo electrónico a smikesell@ci.seaside.ca.us.

El taller comunitario se realizará en inglés. Si necesita un traductor, por favor contacte a la secretaria de la Ciudad en lmilton@ci.seaside.ca.us o 899-6707, no menos de dos días de trabajo antes del taller para hacer los arreglos necesarios.

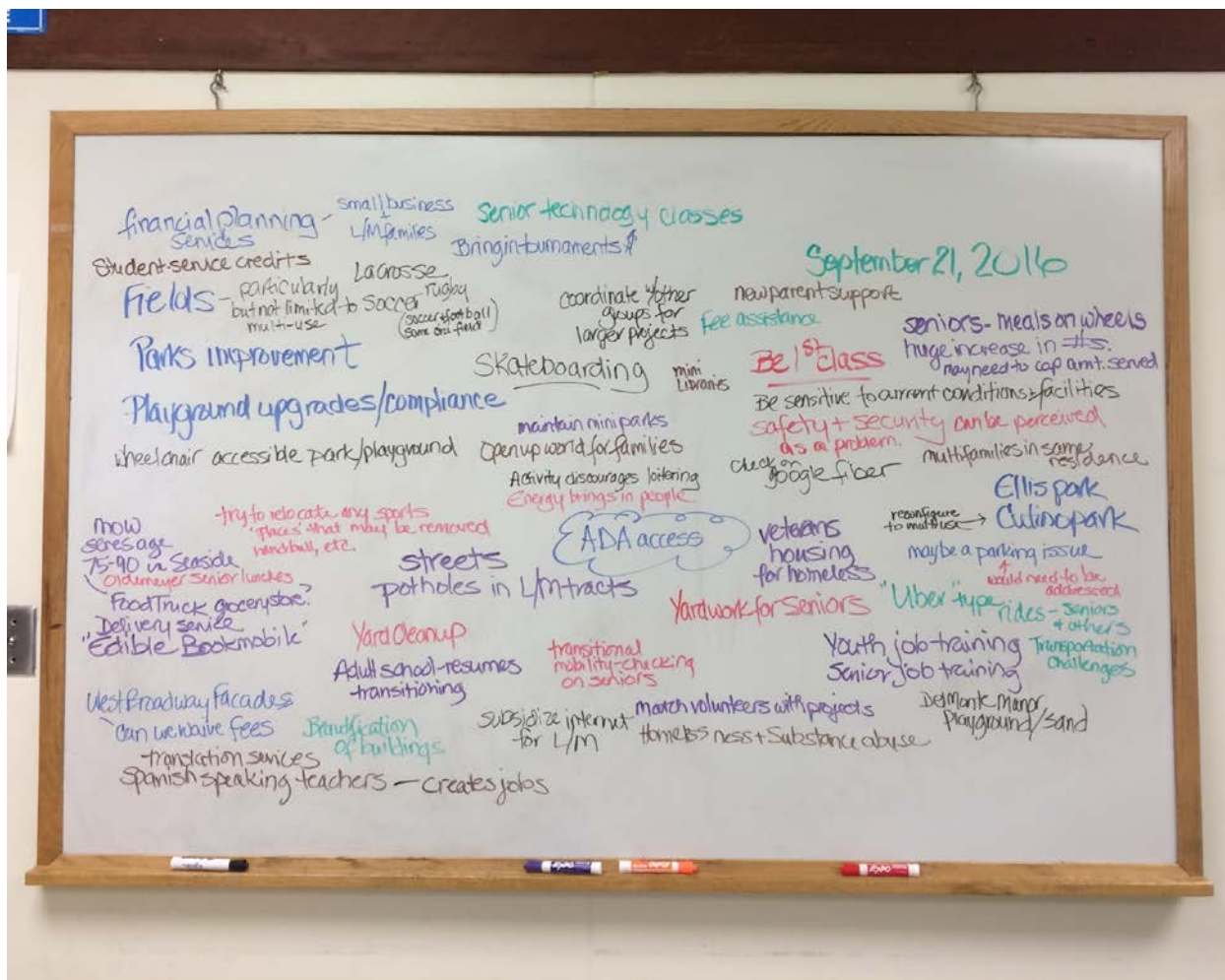
En cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), la Ciudad de Seaside no discrimina a las personas con discapacidades y es una instalación accesible. Cualquier persona con una discapacidad que requiere una modificación o acomodo para poder participar en este taller se le pide que llame a la oficina de la Secretaria Municipal a lmilton@ci.seaside.ca.us o al 899-6707, no menos de dos días de trabajo antes del taller para permitir hacer los arreglos razonables.

Dispositivos de audición asistidos también están disponibles bajo petición.

Notice of Community Workshop

Annual Action Plan
2017

12



Brainstorming during Community Workshop 9-21-16

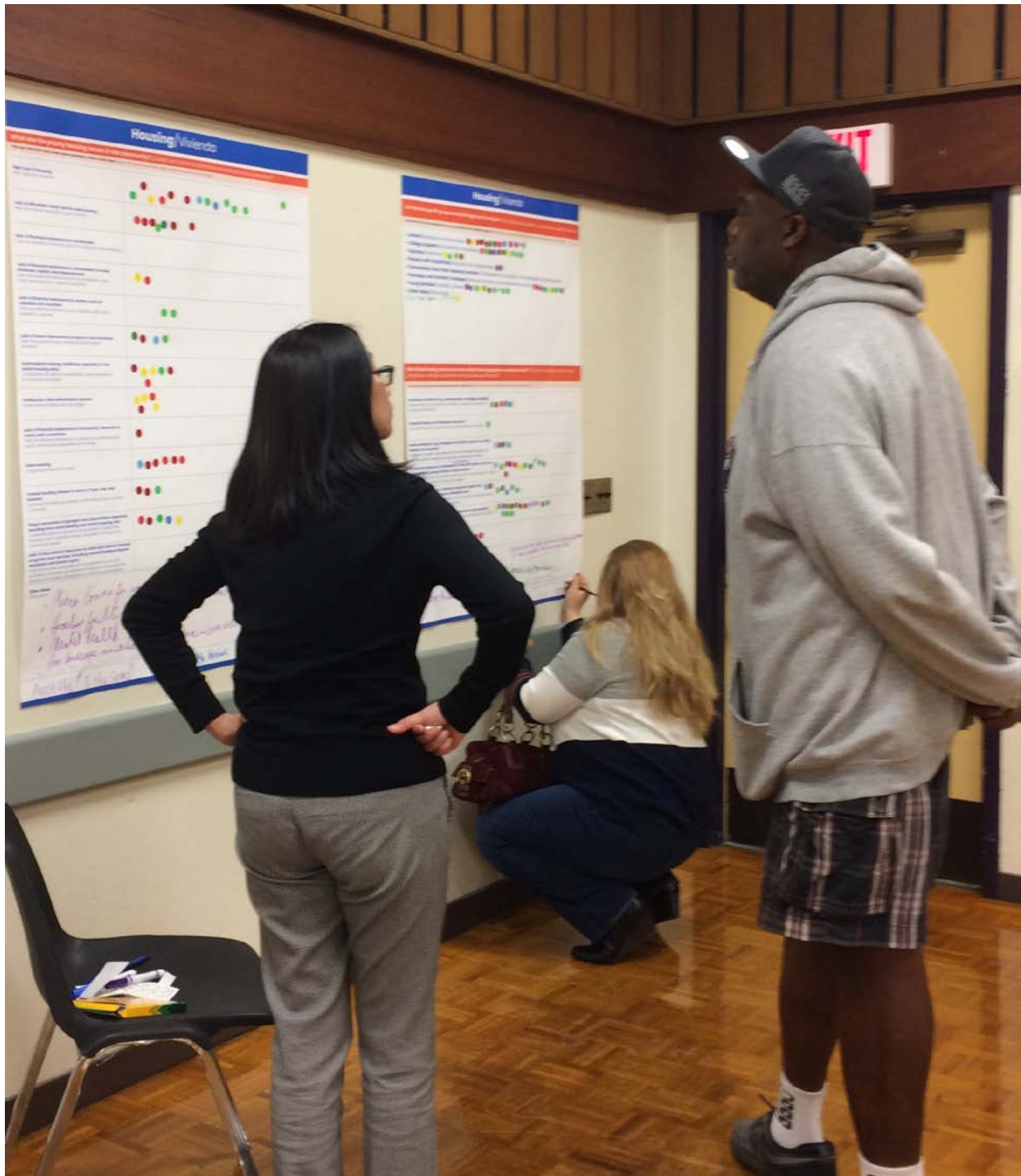
5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No written public comments were received during the comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments are welcomed and appreciated. There were no non-accepted comments.



Participants at Housing station General Plan update open house 2-17-17

Housing/Vivienda

Are there any specific groups we should target new housing for? / ¿Hay algún grupo específico al que debemos dirigir la vivienda?

Please review list and add any additional groups. Space provided to write-in additional groups. / Revisar la lista y agregar cualquier grupo adicional. Espacio proporcionado para escribir grupos adicionales.

- **Seniors/Personas de tercera edad** ●●●●●●●●●●●●●●●●●●●●
- **College students/Estudiantes Universitarios** ●●●●●●●●●●●●●●●●●●●●
- **Veterans/Veteranos** ●●●●●●●●●●●●●●●●●●●●
- **Persons with disabilities/Personas con Discapicades** ●●●●●●●●●●●●●●●●●●●●
- **Farmworkers and other seasonal workers/Trabajadores de campo y otro trabajodes de temporada**
- **Homeless and formerly homeless/Personas sin techo o previamente sin techo** ●●●●●●●●●●●●●●●●●●●●
- **Young families/Familias Jovenes** ●●●●●●●●●●●●●●●●●●●●
- **Other Ideas/Otras Ideas** ●●●●●●●●●●●●●●●●●●●●

● *at-risk youth (18-24)* ●

With limited funding, what are the most critical housing programs or services to fund? / Con fondos limitados, ¿cuáles son los programas o servicios de vivienda más importantes para financiar?

Pick top 3 from list of key issues. Space provided to write in other ideas. / Elige 3 de la lista de temas clave. Espacio proporcionado para escribir otras ideas.

- Homebuyer assistance (e.g., downpayment, mortgage subsidies)**
Asistencia para compradores de vivienda (por ejemplo, pago inicial, subsidios hipotecarios) ●●●●●●●●●●●●●●●●●●●●
- Financial literacy and homebuyer education**
Educación financiera y educación para compradores de vivienda ●●●●●●●●●●●●●●●●●●●●
- Renter assistance (e.g., emergency rent/utility payments, security deposit, rent subsidies)**
Asistencia al inquilino (por ejemplo, renta de emergencia/pagos de servicios públicos, depósito de seguridad, subsidios de alquiler) ●●●●●●●●●●●●●●●●●●●●
- Financial assistance to homeowners to help with repairs and home improvements, energy efficiency improvements**
Asistencia financiera a propietarios para ayudar con reparaciones y mejoras en el hogar, mejoras en la eficiencia energética ●●●●●●●●●●●●●●●●●●●●
- Financial assistance to landlords to help with repairs and improvements in exchange for affordable units**
Asistencia financiera a los propietarios para ayudar en las reparaciones y mejoras a cambio de unidades asequibles ●●●●●●●●●●●●●●●●●●●●
- Increased code enforcement and assistance for code correction**
Mejorar la aplicación de códigos y asistencia para infracciones de código ●●●●●●●●●●●●●●●●●●●●
- Fair housing and tenant/landlord services**
Vivienda justa y servicios de arrendatario/arrendador ●●●●●●●●●●●●●●●●●●●●
- Other Ideas**
Otras Ideas

● *Homeless shelter* ●

● *I like this style board best. Other side boards are too busy.* ●

● *Communicating the assistance+benefit programs that exist* ●

● *Renters often have more incentive for energy improvements etc than landlords. help encourage that.* ●

seaside 2040

Feedback regarding housing at General Plan Update Open House 2-17-17

7. Summary

The 2017-2018 Annual Action Plan is the final year of Seaside's Section 108 loan repayment. Public Service recipients with completed applications for the two year cycle kept their requested amounts within the suggested guidelines and when the grant is announced, their requests will be granted with any adjustments necessary equally proportional to all to utilize the full public service funding allowed. The Boys and Girls Club and Community Human Services requested facility improvement projects during the application period in 2016. Those requests are granted in full. The balance of the 2017-2018 grant funds not otherwise allocated for Administration or Section 108 loan repayment are recommended for allocation to the Cutino Park ADA improvement project.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SEASIDE	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Seaside Community Development division serves as the lead agency for the administration of CDBG funds.

Consolidated Plan Public Contact Information

Sharon Mikesell, Administrative Analyst

City of Seaside

440 Harcourt Avenue

Seaside, CA 93955 831-899-6734

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Seaside worked with their Community Development Advisory Committee as well as the Coalition of Homeless Services Providers (Monterey County's designated Continuum of Care (CoC) lead agency), the Monterey County Housing Authority Development Corporation (HDC), housing and service providers, and other local jurisdictions to develop the Annual Action Plan, as described below.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Seaside's Community Development Advisory Committee meets the 3rd Wednesday of the month and welcomes participation from both public and assisted housing providers and health, mental health and service providers. Workshops are advertised in the Monterey County Weekly in both English and Spanish and posted on the City website and other locations around town. Individuals wishing to receive emails can request to be added to a list for meeting reminders. The Committee is currently made up of John Francis, Sue Hawthorne, Rebecca Pieken and Clementine Bonner Klein. Jessica Piombo and Sharrline Napoleon served on the committee during part of the community outreach process resigning their positions in February and March 2017 respectively. The goal of the Committee is to improve coordination between housing and service providers and to leverage partnerships to improve access to public services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC's Coordinator and the Coalition of Homeless Services Providers (CHSP) recently completed a 10 Year Strategy to End Homelessness, which involved extensive collaboration with the City of Seaside. The City coordinates homeless prevention strategies with the CoC and CHSP. A key element of this strategy is connecting those discharged from public institutions to assistance from agencies addressing housing, health, social services, employment, education and youth needs. The City also coordinates plans for providing the most needed housing for those who

are homeless or at risk of homelessness. The City primarily relies on the CHSP, Monterey County and nonprofit groups to perform social services functions for homeless persons.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Seaside does not receive ESG funds from HUD. The City relies on the County of Monterey and nonprofit groups to perform these social service functions.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Legal Services for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors regularly has a representative at CDAC meetings and workshops and actively participates in all topic discussions.
2	Agency/Group/Organization	Community Partnership for Youth
	Agency/Group/Organization Type	Services-Children

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CPY regularly has a representative at CDAC meetings and workshops and actively participates in discussions of all topics.
3	Agency/Group/Organization	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club of Monterey County regularly has a representative at CDAC meetings and workshops and participates in discussions of all topics.
5	Agency/Group/Organization	Girls, Inc. of the Central Coast
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Girls Inc. has participated in CDAC meetings and workshops as well as discussion of all topics covered.

6	Agency/Group/Organization	Community Human Services
	Agency/Group/Organization Type	Services - Housing Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Community Human Services regularly attends CDAC meetings and workshops and participates in all discussion topics.
8	Agency/Group/Organization	Salvation Army Monterey Peninsula Corps
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army has increased their participation at CDAC meetings during the past year and has attended meetings and workshops, participating in discussions of all topics.
9	Agency/Group/Organization	The Village Project, Inc.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village Project participates in discussion of all topics when a representative attends CDAC meetings.
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Identify any Agency Types not consulted and provide rationale for not consulting

All agencies and individuals are welcome to participate in CDAC meetings and workshops or attend City Council public hearings and presentations.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Coalition of Homeless Services Providers	Homelessness Strategy Homeless Needs Chronically homeless Homeless Needs Families with children Homelessness Needs Veterans Homelessness Needs Unaccompanied youth
Affordable Housing/Shelter Round Table	City of Monterey	Homelessness Strategy Homeless Needs
City of Sesaide General Plan Update	City of Seaside	Affordable housing Homelessness Strategy

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Seaside participates in discussions with neighboring agencies regarding homeless strategy plans and affordable housing. The City is currently in the process of updating the General Plan, including the Housing Element and as a result is hosting many openhouses, workshops and discussions, including the entire community. The City also participated in the Affordable Housing/Shelter Project Round Table session November

16, 2016 at the City Of Monterey where regional participants discussed potential projects, impediments and possible future collaboration efforts. Seaside is collaborating on a MOU with the Cities of Monterey and Salinas along with Monterey County and the Housing Authority of Monterey County to prepare the Assessment of Fair Housing as a group with a completion target of fall 2019. All this is in addition to the Monthly Community Development Advisory Committee meetings, directly addressing the city of Seaside's CDBG program.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Planning and Community workshop for the 2016-2018 Fiscal Years was held Wednesday, September 16, 2015 at 6:30 PM in the Blackhorse Room of the Oldemeyer Center, 986 Hilby Avenue, Seaside, CA. The workshop solicited public comment on the priority needs to direct 2016-2018 CDBG Funding. An application workshop was held Wednesday, November 18, 2015 at the Oldemeyer Center and was mandatory for any groups seeking subrecipient funding. The Community Development Advisory Committee meets monthly and all comments are always welcomed and appreciated.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Newspaper Ads in both English and Spanish were published for the two workshops. September 16, 2015 and September 21, 2016 for this two year cycle	No additional comments were received outside of the meeting itself		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The September 16 workshop was well attended, sign ins were not mandatory.	Please see whiteboard comments illustrated in this document	All comments were encouraged and appreciated	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	13 people signed in for the November 18, 2015 Application workshop. The meeting was mandatory for public service recipients for 2016-2018 (two year cycle)	Comments and questions were directed to the application process and most were procedural and not about the program	All comments are welcomed and appreciated.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community	The Community Development Advisory Committee holds monthly meetings the 3rd Wednesday each month at the Oldemeyer Center (ADA accessible and outside City Hall. Sign-ins are not required. If attendees provide email, they can join mailing list.	Comments are variable each meeting, all attendees are welcome to comment on all items presented. The meeting room is set up as a "roundtable" type setting.	All comments are always welcomed. Meetings are properly agendaized and posted in accordance to the Brown Act. Agendas are available on the City website.	http://www.ci.seaside.ca.us/129/Agendas-Minutes

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The City of Seaside is working on their General Plan Update, including the housing element. A series of workshops/open houses and task force meetings have been held.	Comments have been varied and all are taken into consideration for the policy document expected for completion in 2018.	All comments are welcomed and encouraged. A complete listing of events and	http://seaside2040.com/index.php/get-involved/
6	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Notice of Public Review Draft 2017-2018 Annual Action Plan published in Monterey County Weekly on May 11, 2017.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	City Council Meeting, June 1, 2017. Presenting CDAC recommendations for Annual Action Plan			http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	Public hearing to conclude the 30 day public comment period and approve AAP and associated documents for submittal to HUD.	AAP to be submitted to HUD with associated documents no later than August 15, 2017		http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City anticipates an award of CDBG funds in the amount of \$360,000. The City's CDBG program also plans to receive approximately \$100,000 in program income from a land lease with Embassy Suites. The City does not anticipate other program income as it is not regular enough to provide a reasonable annual estimate.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	360,000	100,000	0	460,000	842,300	All amounts approximate.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program has no matching requirement, however all subrecipients are required to submit information regarding leveraging resources and contributions of matching funds for all proposed projects, programs and activities as part of Seaside's funding application.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As of the writing of the Annual Plan, there was not anticipated to be any publicly owned land or property within the City that would be used to address identified needs.

Discussion

There are no additional resources to address in this discussion. Amounts listed above are approximate. The 2017-2018 actual CDBG grant award amount for Seaside has not been announced as of the writing of the Annual Action Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Enhance Access to Social Services	2015	2019	Homeless Non-Housing Community Development			CDBG: \$69,646	Public service activities other than Low/Moderate Income Housing Benefit: 702 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 38 Households Assisted
2	Improve Accessibility for Persons w/ Disabilities	2015	2019	Non-Housing Community Development		Infrastructure	CDBG: \$204,332	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 951 Persons Assisted
3	Construct or Upgrade Public Facilities	2015	2019	Non-Housing Community Development		Public Facilities	CDBG: \$79,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 130 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Enhance Access to Social Services
	Goal Description	Public Service activities other than Low/Moderate income Housing. Benefit 500 persons assisted.
2	Goal Name	Improve Accessibility for Persons w/ Disabilities
	Goal Description	Public facility or infrastructure activities other than low/moderate income housing benefit. Accessibility improvements for Cutino park.
3	Goal Name	Construct or Upgrade Public Facilities
	Goal Description	Public facility of infrastructure activities other than low/moderate income housing benefit. Improvements to various public facilities.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The Salvation Army public service activity will assist 38 households with housing, including 120 adults and children. The Community Human Services public facilities project will assist 130 persons by upgrading the facility of a local residential substance abuse treatment and recovery program serving several target populations including individuals with HIV/AIDS and homeless. (170 total persons)

AP-35 Projects – 91.220(d)

Introduction

The activities to be undertaken during 2017-2018 are summarized below. All activities identified are expected to be completed no later than June 30, 2018. All beneficiaries target primarily low/moderate income households. The Salvation Army Housing Program targets homeless.

#	Project Name
1	General Administration
2	Section 108 Loan Repayment
3	Boys and Girls Club Locks, Doors and Windows Improvement
4	Genesis House-Window improvements
5	Salvation Army Housing Program Support
6	Girls Inc. After School Leadership Mentoring
7	The Village Project-Mae C. Johnson Education and Cultural Enrichment Academy
8	Legal Services for Seniors
9	Community Partnership for Youth
10	Cutino Park Accessibility Improvements

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

There are several constraints to meeting the needs of target income residents and the primary obstacle has been a lack of funding to fully address all needs. The City has encouraged the Public Services applicants to request funding between \$5,000 and \$15,000 for a commitment to a level of support justifying the administrative requirements, while also allowing multiple organizations to participate. The applicants responded to the suggestion positively and all applicants requested funds within the recommended range. Pending the official announcement of grant funds, all requests from non-profit applicants submitting complete applications were considered as fully funded. Since the scoring of the applications was very close and more funding was available than requested, the five public service applicants submitting complete applications were recommended by the CDAC to equally divide any excess or shortfall of the difference of available funding. For planning purposes, this document assumes the total amount of available public service funding will be \$69,450.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	General Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$92,000
	Description	Administrative Costs for the City of Seaside CDBG Program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the CDBG program for the City of Seaside
2	Project Name	Section 108 Loan Repayment
	Target Area	

	Goals Supported	Construct or Upgrade Public Facilities
	Needs Addressed	Infrastructure
	Funding	CDBG: \$15,218
	Description	Repayment of Section 108 Loan to undertake installation of public works improvements in the City Center Revitalization Area
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Repayment of Section 108 Loan to undertake installation of public works improvements in the City Center Revitalization Area.
3	Project Name	Boys and Girls Club Locks, Doors and Windows Improvement
	Target Area	
	Goals Supported	Construct or Upgrade Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$49,000
	Description	Security and energy efficiency upgrades to the Seaside Boys and Girls Clubhouse.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	700 youth will benefit from the proposed activities.

	Location Description	1332 La Salle, Seaside, CA 93955
	Planned Activities	Upgrade doors and locks for security and upgrade windows for energy efficiency.
4	Project Name	Genesis House-Window improvements
	Target Area	
	Goals Supported	Construct or Upgrade Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$30,000
	Description	Community Human Services will replace 72 single pane windows at the Genesis House with double pane, vinyl windows to increase energy efficiency.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	130 persons are expected to benefit from the proposed activities at this residential drug treatment facility. The persons may include homeless and HIV-positive.
	Location Description	1152 Sonoma Avenue, Seaside, CA 93955
	Planned Activities	Community Human Services will replace 72 single pane windows at the Genesis House with double pane, vinyl windows to increase energy efficiency.
5	Project Name	Salvation Army Housing Program Support
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Affordable Housing Public Services
	Funding	CDBG: \$14,690

	Description	Program assistance for staffing of the Salvation Army's transitional housing program National Objective LMC; Presumed benefit yes (homeless persons); Matrix Code03T; Performance Objective: Suitable Living Environment; Performance Outcome: Availability/Accessibility.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 38 households will benefit from the activities. The objective is to reduce the number of unsheltered individuals through significant and planned intervention by case management and wrap around services. The Salvation Army provides counseling services to individuals while sheltered. The services enables clients to concentrate on creating budgets, gaining employment and increasing their savings. The clients are monitored throughout the program and after completion.
	Location Description	1491 Contra Costa, Seaside, CA 93955
	Planned Activities	Assistance for paying housing program staff salaries for 2017-2018
	6	
	Project Name	Girls Inc. After School Leadership Mentoring
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$8,690
	Description	Developmentally appropriate after school workshops addressing positive outcomes for youth and encouraging continuing post-secondary education.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 80 persons will benefit from the proposed workshops.

	Location Description	Girls, Inc. will conduct ECHO, Will Power, Won't Power and Friendly Peersuasion workshops at three Seaside schools.
	Planned Activities	Developmentally appropriate after school programming addressing 1) Drop out rates and lack of post-secondary education particularly among minority and low-income students 2) Teen pregnancy 3) Substance abuse prevention 4) Limited resources for youth.
7	Project Name	The Village Project-Mae C. Johnson Education and Cultural Enrichment Academy
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,690
	Description	Afterschool Academy created to provide tutoring and counseling to meet the social and emotional developmental needs of highly at risk students grades 1-12.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	27 At-risk Seaside youth will benefit from this afterschool program.
	Location Description	
	Planned Activities	The funds requested will partially fund the salary of one part-time tutor in the Afterschool Academy
8	Project Name	Legal Services for Seniors
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services

	Funding	CDBG: \$15,690
	Description	To provide no-cost legal services up to and including court representation to all Seaside residents 60 years of age and above.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	180 Seaside seniors will benefit from the proposed activities.
	Location Description	915 Hilby Avenue, Suite 2, Seaside, CA 93955
	Planned Activities	Services will be provided to all Seaside residents 60 years of age and above who need legal help. Legal problems can range from simple legal questions to court representation for physical elder abuse and probate guardianships.
9	Project Name	Community Partnership for Youth
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,690
	Description	Financial support for the High school Leadership, Job Preparation and Life Skills Program. 15 Mentor Tutors hired as graduates from the program will serve 400 at-risk students.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	415 low income youth will benefit from the proposed activities.

	Location Description	775 Kimball Avenue, Seaside, CA 93955
	Planned Activities	Financial support for the High school Leadership, Job Preparation and Life Skills Program. 15 Mentor Tutors hired as graduates from the program will serve 400 at-risk students.
10	Project Name	Cutino Park Accessibility Improvements
	Target Area	
	Goals Supported	Improve Accessibility for Persons w/ Disabilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$204,000
	Description	Accessibility upgrades for Cutino Park's entrances, pathways, restrooms, snack shack, playground and spectator seating.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	951 disabled persons who are all considered "low income" by HUD will benefit from the proposed upgrades.
	Location Description	1324 LaSalle Street, Seaside, CA 93955 (Census tract 138)
	Planned Activities	Accessibility upgrades for Cutino Park's entrances, pathways, restrooms, snack shack, playground and spectator seating.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

At the direction of the CDAC and with the consent of the City Council, CDBG funds are directed to the low income residential areas of the City.

Rationale for the priorities for allocating investments geographically

Public services that primarily serve low income residential areas or that operate from facilities located in low income residential areas are given a higher rank in the selection process. Public facilities that are located in low income residential areas are targeted for improvements, specifically ones that target low income households..

Discussion

Please note that the City has a significant low income population, and a significant population living within areas that are predominantly low income. Services and projects that are city wide may not technically be targeted to low income households but the effect is to positively impact low income households.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As a result of the lack of resources available to the City, and the lack of staffing to oversee or implement housing programs, the City does not plan to implement any housing program in the plan year.

The City has no plans in the 2017-2018 program year to produce affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. This includes housing for homeless, and homeless special needs households. Likewise, the City has no plans to provide affordable housing through rental assistance.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The primary public organization for affordable housing and supportive services in the City is the Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

As of June 30, 2016, HACM has converted all public housing units countywide into Project-Based Rental Assistance. In partnership with the Leadership Council to implement the "Lead Me Home" 10 Year Plan to End Homelessness.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Family Self Sufficiency Program is designed to help families become financially independent of cash aid assistance by obtaining employment. Successful participating families are rewarded with a savings account that is established by the HACM. Additionally, the HACM's commitment to its program participants is solidified by the HACM partnering and collaborating with a variety of local service providers that are equally interested in helping families reach their goal of self sufficiency. Services may include career counseling, education (GED and beyond), financial literacy, job training, parenting skills, and homeownership preparation.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Seaside works with regional homeless assistance coordination to reduce homelessness. The lead agency is the Monterey County Department of Social Services (DSS). Two local collaborative efforts are the Coalition of Homeless Services Providers (Homeless Coalition) and Leadership Council (CoC governing body). These organizations are directly responsible for funding and program decisions for Monterey County and the City of Seaside.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will closely coordinate with Monterey County and the Leadership Council CoC to reach out to homeless persons. As described in the "Lead Me Home" 10 Year Plan to End Homelessness, these entities will: collaborate to develop referral agreement between outreach workers and other housing and service providers and designate priority access to housing and treatment slots for clients engaged by outreach workers, develop a centralized information and referral system, streamline referrals and improve service coordination, partner hospitals with existing services to establish respite care centers and detoxification facilities, enhance coordination with mainstream benefits programs. In these efforts, the City will act as an information and referral resource for participating housing and homeless service providers to facilitate agreements and partnerships.

Seaside plans to participate in AFH outreach efforts through an MOU with the Cities of Salinas and Monterey, Monterey County and the Housing Authority of Monterey County to further find out the needs of the entire community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will support strategies outlined in the "Lead Me Home" plan. Create a Comprehensive Housing Pipeline, Focus Housing Development of Target Populations, particularly Permanent Supportive Housing for chronically homeless individuals. Identify new funding sources to create Affordable Permanent Supportive Housing, including a Social Impact Bond and Housing Trust Fund. The City will continue to participate in discussions such as the City of Monterey sponsored Affordable Housing/Shelter Project Round Table meeting on November 16, 2016.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless individuals and families with immediate and transitional shelter needs have been given an overall high priority since their numbers are increasing and there is a shortage of shelter facilities. Homeless victims of domestic violence are particularly a high priority as more counseling services and training opportunities are needed and existing facilities are overcrowded. The City will support having the CoC apply for additional new Continuum of Care funding that will target the chronically homeless and increasing the number of beds for the chronically homeless by modifying existing Continuum of Care programs not specifically targeting chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will support projects and programs and give proposed programs and improvements that prevent homelessness higher priority. In addition, the City will promote these strategies outlined in the "Lead Me Home" plan: integration of services at the system level; enhancement and integration of services at the client level; improving access to mainstream benefits; launch Employment First (job training); strengthen job development capacity and on-site support; economic development opportunities that will create new jobs for homeless or formerly homeless persons; plan for stability prior to release from incarceration; implement alternatives to arrest and incarceration; create universal healthcare discharge policies and transition aged-out foster youth to housing and income stability.

Discussion

Many seniors, even homeowners, face financial challenges due to limited incomes. Senior households, especially those on limited incomes, need affordable housing. Seniors also face housing challenges related to physical disabilities. Many of the disabilities are age related, including declining mobility and self-care issues that interfere with their ability to remain independent. Seniors have a variety of housing options, including:

- Independent living – seniors reside in their home or apartment with little support or care
- Assisted living facilities – senior maintains a level of independence, residing in an apartment, and receives varied levels of support and assistance such as light housekeeping, meals, transportation, and/or medication
- Residential care facilities – typically a smaller licensed facility, often with 6 or fewer residents, that provides services similar to those provided by assisted living facilities
- Intermediate care or skilled nursing facilities – a licensed facility that provides a higher, continuous level of professional care

Although a variety of housing options are available to seniors, and all housing options are available in Seaside, facilities providing supportive services and a higher level of care are expensive. Most affordable senior housing is classified as independent living and does not provide supportive services. Lower-income seniors cannot afford to take advantage of many of the housing options and consequently remain in independent living situations struggling with self-care issues. The Monterey County Department of Social Services provides a Senior Information, Referral and Assistance hotline, which is initial point of contact for people seeking information about senior services. The program specializes in information related to the needs of seniors and people with disabilities.

There are a variety of disabilities, including sensory, physical, mental, and developmental. Disabilities can result in mobility, self-care, and employment limitations.

The majority of disabled persons have income significantly lower than that of the non-disabled population and require housing assistance. While it is difficult to determine how many of the disabled require supportive housing services, it can be assumed that those with mobility and/or self-care limitations have special needs and require in-home supportive services and special housing accommodations. The Monterey County Commission on Disabilities provides guidance to the County Board of Supervisors regarding matters related to equal access to employment, public services, communications, and public accommodations for people with disabilities. The commission operates out of the Equal Opportunities Office, which is a primary resource for disabled persons in Monterey County, including Seaside.

Persons with mental health disabilities range from those who can live and work within the community to those with severe mental illness who require special housing accommodations, constant medical attention, and supportive services. Monterey County System of Care provides a variety of services to the mentally ill. The System of Care identifies housing as a constant struggle for the severely mentally ill. Mental health clients are typically low income; in addition, their illnesses have resulted in rental histories or credit histories that do not meet typical rent requirements and limit their housing options.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The City's General Plan Housing Element systemically analyzes and addresses barriers to affordable housing. These include governmental, non-governmental, and environmental constraints. That analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing Element on the City of Seaside website.

The City is currently in the process of a General Plan update and will be working with the other CDBG recipient agencies in Monterey County on the Assessment of Fair Housing outreach. Community workshops are planned to receive public input regarding affordable housing and other concerns in the community.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate ~~to low income~~ households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following on the City of Seaside website.

To expedite project facilitation and provide internal support to project applicants, the City has also established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and are intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Discussion

The City of Seaside's updated Housing Element should be near completion during this AAP. Five agencies in Monterey County, including Seaside will work jointly on the Assessment of Fair Housing during 2017-2018.

AP-85 Other Actions – 91.220(k)

Introduction

This section describes the City's actions to address underserved needs, maintain affordable housing, reduce lead based paint hazards, reduce poverty, develop institutional structure, and enhance public-private coordination.

Actions planned to address obstacles to meeting underserved needs

Use CDBG funds targeted to public facilities and infrastructure to make ADA accessibility improvements. Use CDBG funds targeted to public services to support organizations that assisted underserved populations.

Actions planned to foster and maintain affordable housing

Housing programs have been limited as a result of a lack of resources and staffing available to the City. The city does not plan to revive façade improvement programs for homeowners or small businesses in the plan year 2017-2018. The City plans to support the "Lead Me Home" Plan in its efforts to build an affordable housing pipeline and coordination with HACM in rehabilitating and upgrading affordable housing units.

Actions planned to reduce lead-based paint hazards

The City will mitigate lead based paint through public facilities improvements, and educate participants on the hazards of lead based paint. In addition, all rehabilitation contracts for public facilities or other rehabilitation projects funded through the City include provisions for work necessary to eliminate any existing lead based paint hazards on applicable surfaces. If lead hazards are discovered in a residential or a commercial building, the agency responsible for abatement would be the Monterey Bay Air Resources District.

Actions planned to reduce the number of poverty-level families

Support organizations that assist poverty-level families through the use of CDBG Public Services funds, including educational programs. The City's General Plan is in the process of updating and includes a proactive plan for Economic Development as part of the housing strategy to improve the quality of life. Seaside's Economic Opportunity plan includes specific criteria for evaluating development proposals, identification of key opportunity sites, a long range property management plan and a Small Business Support program.

Actions planned to develop institutional structure

Continue to use CDBG Administration funds to implement the Consolidated Plan and Annual Action Plans, address the Analysis of Fair Housing, complete annual CAPER reports, and comply with HUD regulations. Continue to support institutions that provide housing and services for low income populations with CDBG Public Services funds, and by providing other forms of support available to the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support regional planning efforts such as the Leadership Council CoC and the “Lead Me Home” 10 Year Strategy to End Homelessness as well as joining forces with the other CDBG recipient agencies in Monterey County for AFH outreach.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.45%

Discussion

The City of Seaside entered into a repayment agreement with the US Department of Housing and Urban Development in 2014. The total funds of \$408,648.12 were repaid in full in 2016-2017.

CDBG funding projections for 2017-2018 THESE ARE ESTIMATES

PROJECTED CDBG BUDGET (NEW FUNDING) for 2017-2018

Last year's grant was \$363,306

Grant awards have been steadily declining.

Grant award PROJECTED	\$360,000
Embassy Suites program income Estimated	\$100,000
Total ESTIMATED FUNDS	\$460,000

2017-2018 Estimated budget

\$460,000	Funds Available
- \$92,000	20% allowable Admin Cap
\$368,000	Subtotal
-\$69,450	15% Public Service Cap
\$298,550	Subtotal
-\$15,218	Final Section 108 Payment
\$283,332	Subtotal available for all projects
-\$30,000	CHS project
-\$49,000	Boys and Girls Club Project
\$204, 332	Available for City Project (Cutino Park) estimated

HUD has indicated that it is unknown when the announcement will be made for individual jurisdiction's 2017-2018 grant awards.

Public Service Funding

Organization	2016-2017 Request	Current Funding	2017-2018 Request
Community Partnership for Youth	\$15,000	\$16,177	\$15,000
Girls, Inc.	8,000	9,177	8,000
Legal Services for Seniors	15,000	16,177	15,000
Salvation Army	14,000	15,177	14,000
The Village Project	12,000	13,177	14,000*
	\$64,000	\$69,885	\$66,000

Since the 15% Public Service Cap is dependent on what the actual Grant award is, all requests are recommended to be granted with all amounts adjusted by an equal dollar amount higher or lower to award the full allotment of funds. (In the draft AAP, all amounts are increased by \$690, assuming a grant award of \$360,000)

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE 2017-2018 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2015-2020 Five-Year Consolidated Plan, and

WHEREAS, the 2017-2018 Annual Action Plan has been prepared to implement the strategies contained in the Five-Year Consolidated Plan,

WHEREAS, on August 25, 2016, the City posted and published a Notice of Annual Planning and Community Workshop which notified the public of the annual planning process for CDBG funding; and

WHEREAS, the Community Development Advisory Committee met on February 15 2017 to review 2017-2018 City sponsored project funding; and on March 15, 2017 to formulate the to review the draft Annual Action Plan including CDAC's public service and eligible projects funding allocation recommendations to the City Council, using HUD recommended contingency provision language, pending an official grant award announcement.

WHEREAS, the President of the United States announced his budget proposal on March 16, 2017, eliminating the CDBG program in its entirety, causing progress on the Annual Action Plan to be placed on hold; and

WHEREAS, the President of the United States signed the Consolidated Appropriations, 2017 bill into law on May 5, 2017 which included funding for the CDBG program, allowing progress to continue on Annual Action Plans; and

WHEREAS, the President of the United States signed the Consolidated Appropriations, 2017 bill into law on May 5, 2017 which included funding for the CDBG program, allowing progress to continue on Annual Action Plans, pending official announcements of individual jurisdiction funding awards; and

WHEREAS, the City Council accepted the CDAC recommendations for public service and eligible projects funding at its June 1, 2017 regular meeting with the recommended contingency planning language; and

WHEREAS, pursuant to Federal regulations the City did hold the required public hearing on June 15, 2017, after public notice,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2017-2018 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, marked “Exhibit A” and made a part hereof, is hereby approved, and that the City Manager is hereby authorized to sign the Application for Federal Assistance (SF-424), all certifications, assurances and other documents as may be required by HUD and the Seaside City Budget include the grant allocations, after an announcement is made of the Seaside grant award amount by HUD and prior to the deadline of August 16, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of June, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

State of California/County of Monterey

I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter. I am the principal clerk of *Monterey County Weekly*, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit: **May 11, 2017**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name....Linda S. Maceira...Signature.....*Linda S. Maceira*.....Dated:..May 11, 2017...Monterey, California



**NOTICE OF PUBLIC REVIEW
DRAFT
2017-2018 ANNUAL ACTION
PLAN
COMMUNITY DEVELOPMENT**

BLOCK GRANT (CDBG) PROGRAM

NOTICE IS HEREBY GIVEN that on or before May 15, 2017 the City of Seaside will publish the draft 2017-2018 Annual Action Plan for the Community Development Block Grant (CDBG). This year, the City anticipates receiving funding from the US Department of Housing and Urban Development (HUD) through the CDBG program. The primary objective of CDBG is to develop viable urban communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income individuals/families and communities.

The Community Development Advisory Committee (CDAC) has made recommendations on the use of CDBG funds and has forwarded them to the City Council for consideration. The CDAC recommendations are included in the draft annual Action Plan. On June 1, 2017 the City Council will consider CDAC recommendations and the draft 2017-2018 Annual Action Plan. The City Council will provide direction to staff on the CDAC recommendations.

On June 15, 2017 the City Council is scheduled to consider the final 2017-2018 Annual Action Plan, and is expected to direct staff to submit the plan to HUD no later than August 16, 2017. The City will hear public comment on the annual Action Plan at each meeting of the City Council and will accept public comment in writing as of the date of this notice through June 15, 2017.

NOTICE IS HEREBY GIVEN that the City Council will consider CDAC recommendations for the use of 2017-2018 CDBG funds during its regular meeting:

Thursday, June 1, 2017, at 7:00 p.m. or as soon after
City Council Chambers, 440 Harcourt Ave

NOTICE IS HEREBY GIVEN that the City Council will consider the 2017-2018 Annual Action Plan for adoption during a public hearing on:

Thursday, June 15, 2017, at 7:00 p.m. or as soon after
City Council Chambers, 440 Harcourt Ave

PUBLIC COMMENT

Citizens and interested parties are invited to review the draft Action Plan beginning on May 15, 2017, on the City's website and at the following locations: Seaside City Hall; Seaside Public Library; Seaside Fire Station; Oldemeyer Community Center. The final Annual Action Plan will be published with the City Council agenda for the June 15 meeting.

The public is invited to provide oral or written comments regarding these plans. A summary of public comments received and the City's responses will become part of the public record. Comments will be accepted as of the date of this notice to close on June 15, 2017.

Any oral or written comments must be directed to:

Sharon Mikesell, Administrative Analyst
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Phone: 831-899-6734
Fax: 831-899-6211
SMikesell@ci.seaside.ca.us



**AVISO DE REVISIÓN PÚBLICA
DEL BORRADOR
PLAN DE ACCIÓN ANUAL DEL
2017-2018 PROGRAMA DE
SUBSIDIOS GLOBALES PARA EL**

DESARROLLO COMUNITARIO (CDBG)

SE ESTÁ AVISANDO que en o antes del 15 de mayo del 2017 la Ciudad de Seaside publicará el borrador del Plan de Acción Anual del 2017-2018 para el Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG). Este año, la Ciudad anticipa recibir fondos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. (HUD) a través del programa CDBG. El objetivo principal de CDBG es desarrollar comunidades urbanas viables mediante la provisión de vivienda digna, un medio de vida adecuado y ampliación de las oportunidades económicas para individuos/familias y comunidades de bajos y moderados ingresos.

El Comité Consultivo para el Desarrollo Comunitario (CDAC) ha hecho recomendaciones sobre el uso de fondos de CDBG y las ha remitido al Concilio de la Ciudad para su consideración. Las recomendaciones de CDAC se incluyen en el borrador del Plan de Acción Anual. El 1 de junio del 2017 el Concilio de la Ciudad considerará las recomendaciones de CDAC y el borrador del Plan de Acción Anual del 2017-2018. El Concilio de la Ciudad proporcionará dirección al personal en las recomendaciones de CDAC.

El 15 de junio del 2017 el Concilio de la Ciudad tiene previsto considerar el Plan de Acción Anual final del 2017-2018 y se espera que dirija al personal para presentar el plan a HUD no más tarde del 15 de agosto del 2017. La Ciudad escuchará comentarios públicos sobre el Plan de Acción anual en cada reunión del Concilio de la Ciudad y aceptará comentarios públicos por escrito a partir de la fecha de este aviso hasta el 15 de junio del 2017.

SE ESTÁ AVISANDO que el Concilio de la Ciudad considerará las recomendaciones de CDAC para el uso de fondos de CDBG del 2017-2018 durante su reunión regular:

jueves, 1 de junio del 2017, a las 7:00 p.m. o poco después
Cámara del Concilio de la Ciudad, 440 Harcourt Ave

SE ESTÁ AVISANDO que el Concilio de la Ciudad considerará el Plan de Acción Anual del 2017-2018 para adopción durante una audiencia pública el:

jueves, 15 de junio del 2017, a las 7:00 p.m. o poco después
Cámara del Concilio de la Ciudad, 440 Harcourt Ave

COMENTARIO PÚBLICO

Los ciudadanos y los que están interesados están invitados a revisar el borrador del Plan de Acción a partir del 15 de mayo del 2017, la página web de la Ciudad y en los siguientes lugares: Municipio de la Ciudad de Seaside (City Hall); Biblioteca Pública de Seaside; Estación de Bomberos de Seaside; Centro Comunitario Oldemeyer. El Plan de Acción Anual final será publicado con la agenda del Concilio de la Ciudad para la reunión del 15 de junio.

Invitamos al público es invitado a proporcionar comentarios orales o escritos sobre estos planes. Un resumen de los comentarios públicos recibidos y las respuestas de la Ciudad pasarán a formar parte del registro público. Se aceptarán comentarios a partir de la fecha de este aviso y se cerrará el 15 de junio del 2017.

Comentarios debe ser Dirigidos a:

Sharon Mikesell, Analista Administrativo
Ciudad de Seaside
440 Harcourt Avenue
Seaside, CA 93955
Teléfono: 831-899-6734
Fax: 831-899-6211
SMikesell@ci.seaside.ca.us

State of California/County of Monterey

I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter. I am the principal clerk of *Monterey County Weekly*, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit. **Aug 25, 2016**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name...Linda S. Maceira...Signature.....

Dated...Aug. 25, 2016...Monterey, California

**NOTICE OF ANNUAL PLANNING
AND COMMUNITY WORKSHOP**

FY 2017-2018 (July 1, 2017-June 30, 2018)

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

NOTICE IS HEREBY GIVEN that the City of Seaside is continuing its planning for the 2017-2018 Community Development Block Grant (CDBG) program. Each year, the City receives funding from the US Department of Housing and Urban Development (HUD) through the CDBG program. The primary objective of CDBG is the development of viable urban communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income individuals/families and communities. On May 7, 2015, the Seaside City Council adopted a resolution to adopt a multi year funding cycle. The biennial planning process began on September 16, 2015, with a community workshop.

NOTICE IS HEREBY GIVEN that the Community Development Advisory Committee (CDAC) of the City of Seaside will meet to hold a Community Needs Assessment Workshop on:

Wednesday, September 21, 2016, at 6:30 p.m.

Blackhorse Room of the Oldemeyer Center, 986 Hilby Avenue

This community workshop will solicit public comment on the priority needs that will direct 2017-2018 CDBG grantee project funding only. Public Service grantees have already been determined for FY 2017-2018. CDAC agendas are posted at Seaside City Hall, at the Seaside Public Library, and on the City's website.

Please see the schedule of events below related to the planning for 2017-2018 CDBG funds, applications for CDBG funds, and opportunities for public comment. Please note that dates are subject to change.

November 2016	NO Mandatory workshop for CDBG applicants this year
January 15, 2017	CDBG City project proposals due
February 15, 2017	CDAC meeting-review possible City projects
March 15, 2017	CDAC finalizes recommendations and confirms Public Service

proposals eligibility for second year of their cycle.

April 20, 2017	CDAC recommendations and annual action plan to City Council
May 4, 2017	Public Hearing/Action Plan adoption by City Council
May 15, 2017	Action Plan due to HUD

For questions or additional information about the community workshop, please call the City of Seaside at (831) 899-6734. Written comments or questions may be sent to Sharon Mikesell, Administrative Analyst, Community and Economic Development, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955 or by e-mail to smikesell@ci.seaside.ca.us.

The community workshop will be conducted in English. If you require a translator, please contact the office of the City Clerk at lmilton@ci.seaside.ca.us or 899-6707, no fewer than two business days prior to the workshop to make the necessary arrangements.

In compliance with the Americans with Disabilities Act (ADA), the City of Seaside does not discriminate against persons with disabilities and is an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this workshop is asked to contact the office of the City Clerk at lmilton@ci.seaside.ca.us or 899-6707, no fewer than two business days prior to the workshop to allow for reasonable arrangements.

Assisted listening devices are also available upon request.

**AVISO DE PLANIFICACIÓN ANUAL
Y TALLER COMUNITARIO**

FY 2017-2018

(01 de julio del 2017 - 30 de junio del 2018)

**PROGRAMA DE SUBSIDIOS GLOBALES PARA EL
DESARROLLO COMUNITARIO (CDBG)**

SE ESTÁ AVISANDO que la Ciudad de Seaside está continuando su planificación anual para el Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) del 2017-2018. Cada año, la Ciudad recibe fondos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. (HUD, por sus siglas en inglés) a través del programa CDBG. El objetivo primario de CDBG es el desarrollo de las comunidades urbanas viables mediante la provisión de vivienda decente, un ambiente adecuado y ampliar las oportunidades económicas para los individuos/familias y comunidades de ingresos bajos y moderados. El 7 de mayo del 2015, el Consejo de la Ciudad de Seaside adoptó una resolución para adoptar un ciclo de financiación multianual. El proceso de planificación biennial comenzó el 16 de septiembre del 2015, con un taller comunitario.

SE ESTÁ AVISANDO que el Comité Consultivo de Desarrollo Comunitario (CDAC por sus siglas en inglés) de la Ciudad de Seaside se reunirán para sostener un Taller de la Evaluación de Necesidades de la Comunidad el:

miércoles, 21 de septiembre del 2016, a las 6:30 p.m.

en el Cuarto Blackhorse del Centro Oldemeyer, 986 Hilby Avenue

Este taller comunitario solicitará comentarios del público sobre las necesidades prioritarias que dirigirán el concesionario de financiamiento para sólo proyectos CDBG del 2017-2018. CDAC agendas se publican en la oficina de la Ciudad de Seaside, en la Biblioteca Pública de Seaside, y en el sitio web de la Ciudad.

Por favor, vea el calendario de eventos a continuación relacionados con la planificación de fondos CDBG para el 2017-2018, las aplicaciones para fondos CDBG, y las oportunidades para el comentario público. Por favor tenga en cuenta que las fechas están sujetas a cambio.

November 2016	NO taller obligatorio para solicitantes de CDBG este año
January 15, 2017	Las aplicaciones de proyectos de la Ciudad para CDBG deben entregarse
February 15, 2017	Junta de CDAC - revisar posibles proyectos de la Ciudad
March 15, 2017	CDAC finaliza las recomendaciones y confirma la elegibilidad de las propuestas para Servicio Público para su ciclo del segundo año.
April 20, 2017	Las recomendaciones de CDAC y el Plan de Acción anual al Concilio de la Ciudad
May 4, 2017	Audiencia Pública/Adopción del Plan de Acción por el Concilio de la Ciudad
May 15, 2017	Entregar el Plan de Acción a HUD

Para preguntas o información adicional sobre el taller comunitario o solicitar fondos CDBG, por favor llame a la Ciudad de Seaside al (831) 899-6734. Comentarios escritos o preguntas pueden ser enviados a Sharon Mikesell, de servicios comunitarios y desarrollo económico, Ciudad de Seaside, 440 Harcourt Avenue, Seaside, CA 93955 o vía correo electrónico a smikesell@ci.seaside.ca.us.

El taller comunitario se realizará en inglés. Si necesita un traductor, por favor contacte a la secretaria de la Ciudad en lmilton@ci.seaside.ca.us o 899-6707, no menos de dos días de trabajo antes del taller para hacer los arreglos necesarios.

En cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), la Ciudad de Seaside no discrimina a las personas con discapacidades y es una instalación accesible. Cualquier persona con una discapacidad que requiere una modificación o acomodo para poder participar en este taller se le pide que llame a la oficina de la Secretaria Municipal a lmilton@ci.seaside.ca.us o al 899-6707, no menos de dos días de trabajo antes del taller para permitir hacer los arreglos razonables.

Dispositivos de audición asistidos también están disponibles bajo petición.





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: June 15, 2017

SUBJECT: CONDUCT A PUBLIC HEARING AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE 2017-2018 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS AND AUTHORIZE STAFF TO TAKE ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION

PURPOSE

The purpose of this item is to give the City Council and the Successor Agency Board the opportunity to conduct a public hearing and review, discuss and consider the adoption of a resolution approving the 2017-2018 General and other funds operating budgets, capital outlay budget, capital improvement budget, position control list and salary schedule, the appropriations limit, the capital improvement plan, and set the reserve amounts and authorize staff to take actions as necessary for budget implementation. Modifications approved with this action will be incorporated into the 2017-2018 Budget prior to implementation and publication.

RECOMMENDATION

It is recommended that the City Council and the Successor Agency Board conduct a public hearing and adopt a resolution approving the 2017-2018 General and other funds operating budgets, capital outlay budget, capital improvement budget, position control list and salary schedule, the appropriations limit, the capital improvement plan, and set the reserve amounts and authorize staff to take actions as necessary for budget implementation including modifications also approved with the resolution.

BACKGROUND

The 2017-2018 Proposed General Fund Budget of \$29,412,847 for the City of Seaside is balanced with an operating surplus of \$71,330. This is an increase of approximately 9% in expenditures from the 2016-2017 fiscal year adopted budget of \$26,906,781. Without the additional revenues from Measure L and G, the General Fund would have faced an estimated deficit of \$1,300,000.

2017-2018 Proposed General Fund Budget

Estimated Revenues	\$ 29,484,177
Projected Expenditures	<u>\$ 29,412,847</u>
Operating Surplus	<u>\$ 71,330</u>

The added estimated revenue from Measures L, \$990,000, and Measure G, \$350,000 will allow the City to improve services, and community facilities, and move forward with the Strategic Plan, and grow our reserves prudently. This revenue will provide the bridge to longer-term fiscal strength achieved through economic development. The 2018-2019 forecasted Measure G and Measure L revenue is \$2,400,000 because the taxes will be in effect for a full year.

Service Impacts:

- Existing services will continue.
- The elimination of the federal SAFER grant for firefighters is covered with the added revenue.
- The possible elimination of the state grant for youth violence prevention is also covered with the added revenue.
- Two added police officers, \$240,000, is the start of expanding Police Department staffing.
- Two added public works/parks maintenance employees, \$120,000 to provide more maintenance capacity.
- Building Inspector, \$5,000 net cost after reducing contract services, to provide a city employee, rather than a contractor for better and expanded service, at a lower cost.
- Police Department Body Camera Technology, \$80,000, because the maintenance of cameras, and the data they collect, requires an employee.
- Senior Engineer and Associate Planner, \$140,000; a street improvement program and planning for the future requires additional employees or consultants. Employees are better and less costly, in this situation.
- Human Resources Technician, \$80,000; additional staffing is needed to provide the capacity to hire, train and support employees.
- Information Technology Technician, \$35,000; for a half year of additional staffing is needed to provide more effective information technology.
- Consolidating two Finance Part Time Employees to one Full Time Accounting Technician, \$15,000 net cost after reducing part time costs; provides more continuity to provide services to expanding programs and staff.
- Bringing Three Part Time Employees to Full Time, \$63,000 net cost after reducing part time costs; two Community Development front counter employees and Fire's part-time Administrative Assistant go to full time, providing more service coverage, and reducing

the turnover of excellent part-time employees who may leave for full time employment elsewhere.

- Code Enforcement Overtime, \$10,000, to provide for some evening and weekend code enforcement work.
- Community Outreach / Public Information, \$20,000 for some expanded/focused new duties for the City Clerk.

Facilities Impacts:

It is anticipated that the Cutino Park project, some of the street improvements and the new vehicles will be funded with lease/purchase financing. This form of financing spreads the costs out over the life of the improvements and equipment to better match annual operating costs to annual operating revenues.

- Cutino Park, \$1,800,000, to budget for the full scale, first class renovation of Cutino Park.
- Multiple Park Improvements, \$150,000 in 2017/2018 and \$200,000 in 2018/2019 for general park improvements.
- Streets Program, \$1,650,000, for a significant street repair and maintenance program, bonding for Measure X and/or SB1 revenue to make a marked improvement in City streets.
- Fleet Needs, \$1,850,000 for a new Fire ladder truck, a new vactor truck and a street patching truck in Public Works, and three pick-ups.
- Design Center, \$30,000 to open a planning/economic development/construction management storefront on Broadway to make our planning for the future more visible, friendly and convenient; funding in part with developer fees.
- City Hall Carpet, \$100,000 to replace old carpeting.
- \$1,250,000 to replace the Oldemeyer Boiler, purchase Police Department Body Cameras, construct and replace Bike-Safe Storm Drain Grates, build Fire Hazard Materials Vehicle Storage, provide Storm Drain Improvements, Roundabout Planning, City Future Facilities Planning, and purchase miscellaneous Chairs/Desks/Tables.

Program Impacts:

- Farmers' Market, \$18,000, to facilitate the start-up of a Seaside Farmers' Market.
- Free Broadway Permits; make every City permit free in the West Broadway Urban Village Specific Plan Area for the 2017-2018 fiscal year.
- Broadway Week, \$25,000, for a full week of economic development/community-building festivity at the conclusion of the Broadway construction.
- Community Fireworks Display, \$20,000.
- Homeless Assistance, \$30,000, to support homeless assistance efforts.
- Volunteer Coordination/Outreach/CSUMB Interns, \$36,000, for volunteer support.
- Council Member Child Care, \$3,000, for child-care reimbursement for Council-members.
- Website and Social Media Improvements, \$20,000.
- Short Term Rental Revenue, +\$50,000, for a future discussion about short term rentals.

General Fund Reserves:

In accordance with Section 3.12 of the City of Seaside Municipal Code, the minimum General

Fund reserves based on the 2017-2018 Proposed Budget are to be as follows:

Capital Reserve (3.12.010)	5%	\$1,470,667
Special Reserve (3.12.020)	10%	\$2,941,334
Emergency Reserve (3.12.030)	15%	<u>\$4,412,001</u>
Total established reserves at year end	30%	<u>\$8,824,002</u>

(% = percentage of current operating expenditures of \$29,413,335)

The 2017-2018 Proposed Budget assumes a set aside of the operating surplus of \$71,330 to the reserve funds. The July 1, 2017 reserve balances are as follows:

Capital Reserve (3.12.010)	\$1,061,641
Special Reserve (3.12.020)	\$2,123,282
Emergency Reserve (3.12.030)	<u>\$3,184,923</u>
Total proposed reserves at July 1, 2017	<u>\$6,369,846</u>

Appropriations Limit Calculation:

In accordance with Proposition 13, each year the City is required to make a calculation to determine that it is not expending funds on certain items in excess of the taxes that are collected, adjusted for population changes and cost of living changes. Each prior year's Appropriations Limit is carried forward and adjusted for the adjustment factors. This calculation is included in the adoption resolution attached to this staff report.

OTHER FUNDS;

In addition to the General Fund, the budget includes funds from a range of restricted sources that are used to provide specific services, including funds from the Federal Community Development Act (CDBG); Gas Tax; Storm Water Maintenance Fund; and the Seaside Municipal Water System (Water Fund).

Community Development Block Grant (CDBG) Fund:

The revenues in this fund come from grants from the Federal Community Development Act. CDGB funds are restricted to the revitalization of low and moderate-income areas of the City. In addition, the City of Seaside CDBG Fund receives income from the Embassy Suites rental and principal and interest income from several loan programs. Estimated revenues for 2017-2018 are \$461,200.

CDBG expenditures for 2017-2018 are budgeted to be \$542,376. The funds are budgeted for public service programs, debt repayment and other community service related expenditures.

Gas Tax Funds:

Gas tax funds are collected by the State from gas sales. They are then distributed by the State to cities and counties based on population. Gas Tax revenues are estimated to be \$956,233 plus

\$500,000 in TAMC Measure X funds and \$175,000 in grant funds during the 2017-2018 budget year. Gas tax fund expenditures are projected to be \$1,954,551 for the 2017-2018 year. The cost of street maintenance requires the General Fund to transfer approximately \$520,000 in 2017-2018 to cover the difference between funding received from the State and the costs of street maintenance.

Storm Water Maintenance Fund:

This fund was established to account for revenues and expenditures related to the operation and maintenance of the City's storm drain and storm water management system. Approximately \$680,000 has been budgeted from the General Fund to cover Storm Water costs in 2017-2018.

Water Fund:

The Water Fund receives revenues from user charges based on water usage. All expenditures for the operation of the water system including maintenance, capital outlay, debt service, and depreciation are charged to this fund. The Water Fund budgeted expenditures are \$917,625. The water receipts are estimated to be \$688,500 for the 2017-2018 budget year.

The 2017-2018 Proposed Budget can be reviewed on the City of Seaside website via the following link: <http://www.ci.seaside.ca.us/DocumentCenter/View/4022>

ATTACHMENTS

1. 2017-2018 Budget Adoption Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

ADOPTING THE ANNUAL OPERATING BUDGET, OTHER FUNDS BUDGETS, THE CAPITAL OUTLAY BUDGET, THE CAPITAL IMPROVEMENT BUDGET AND FIVE YEAR PLAN, THE POSITION CONTROL LIST AND SALARY SCHEDULE, THE ANNUAL APPROPRIATIONS LIMIT, AND THE RESERVE BALANCES OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2017-2018 AND AUTHORIZING ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION

WHEREAS, the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside has considered the Proposed 2017-2018 Annual Operating Budget, Other Funds Budgets, Capital Outlay Budget, Capital Improvement Budget and Plan, the Position Control List and Salary Schedule, the Annual Appropriations Limit, and the Reserve Balances; and

WHEREAS, the City Council and the Agency Board has reviewed the aforementioned documents and made desired modifications; and

WHEREAS, the City Council and the Agency Board is required to adopt a balanced budget in which total appropriations do not exceed estimated revenues and/or other available funds; and

WHEREAS, the City Council is required to adopt an Annual Appropriations Limit and Reserve Balances.

NOW, THEREFORE BE IT RESOLVED, that the City Council and the Agency Board of the City of Seaside adopts the following:

1. The 2017-2018 General Fund Operating Budget, as may be modified;
2. The 2017-2018 Other Funds Budgets, as may be modified;
3. The 2017-2018 Capital Outlay Budget, as may be modified;
4. The 2017-2018 Capital Improvement Budget, as may be modified and the 2017-2018 through 2022-2023 Capital Improvement Plan;
5. The 2017-2018 Position Control List and Salary Schedule;
6. Personnel costs are appropriated with the following restrictions: a) Authorized positions are limited to the positions approved and the funds appropriated for the approved positions; b) The City Manager may authorize filling vacant, approved positions, as necessary, restricted to the funds available.
7. The City Manager may approve appropriation transfers of \$10,000 or less. Transfers in excess of \$10,000 must be authorized by the City Council. Transfers may not exceed the amount

appropriated to each Department.

8. Authorize other actions as necessary to implement the 2017-2018 Budget.
9. The Deputy City Manager - Administrative Services shall make any modifications authorized by the City Council to the 2017-2018 Budget prior to publication. The 2017-2018 Adopted Budget will be published as required by the Municipal Code and City Ordinance.
10. The appropriations limit for the Fiscal Year 2017-2018, in accordance with Article XIII B of the California State Constitution, calculated as follows:

2017-2018 Appropriations Limit Adjustment Factors:

Increase in Per Capita Personal Income Factor	1.0369
Population Change Factor (Monterey County Factor)	<u>1.0100</u>
Combined Factor	<u>1.0473</u>

2017-2018 Appropriations Limit	\$ 31,548,736
2017-2018 Appropriations Subject to the Limit	<u>\$ 22,352,524</u>
2017-2018 Limit in Excess of Appropriations	<u>\$ 9,196,212</u>

13. In accordance with Section 3.12 of the City of Seaside Municipal Code and Government Accounting Standard #54, the City Council is required to set Reserve amounts each fiscal year. The Proposed 2017-2018 Budget establishes Reserves at 72% of the Municipal Code minimums. The following is the proposed distribution of Reserves:

Capital Reserve-Committed	\$ 1,061,641
Special Reserve-Committed	\$ 2,123,282
Emergency Reserve-Committed	<u>\$ 3,184,923</u>
Total committed reserves at year end	<u>\$ 6,369,846</u>

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside duly held on the 15th day of June, 2017 by the following vote:

AYES: COUNCIL/BOARD MEMBERS:
NOES: COUNCIL/BOARD MEMBERS:
ABSENT: COUNCIL/BOARD MEMBERS:
ABSTAIN: COUNCIL/BOARD MEMBERS:

Ralph Rubio, Mayor/Chair
City of Seaside and Successor Agency to the
Redevelopment Agency of the City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk/Agency Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: June 15, 2017

**SUBJECT: REVIEW, DISCUSS, CONDUCT A PUBLIC HEARING,
AND CONSIDER ADOPTION OF A RESOLUTION TO APPROVE
THE PROPOSED 2017-2018 FEE SCHEDULE**

PURPOSE

The purpose of this item is to give the City Council the opportunity to review and adopt the attached resolution approving the 2017-2018 Proposed Fee Schedule for the City of Seaside.

RECOMMENDATION

It is recommended that the City Council review the Proposed 2017-2018 Fee Schedule and adopt the attached resolution approving the proposed fees. Each fee can be adopted as proposed, adopted as modified by the City Council, or not adopted.

BACKGROUND

On February 20, 2014 the City Council adopted ordinance 1013, establishing guidelines for the future increases in charges for the cost of services. Annually, fees will be adjusted by the San Francisco-Oakland-San Jose (Bay Area) Urban Wage Earners and Clerical Workers Consumer Price Index (CPI-W) and may be passed with resolution.

The CPI increase from April 2016 to April 2017 is 3.7%. The attached fee schedule includes this increase.

The departments have reviewed the schedule. There are several recreation fees that were not increased by the CPI and several planning and building fees that have been adjusted based on the department review. In addition, the Proposed Fee Schedule includes a waiver of all City of Seaside planning and building fees in the West Broadway Urban Village Specific Plan Area for the 2017-2018 fiscal year.

Attached to this staff report is schedule of the fees that have not been adjusted, have been

lowered or have been modified.

FISCAL IMPACT

Anticipated revenues from fee collections have been included the 2016-2017 Proposed Budget.

ATTACHMENTS

1. 2017-2018 Modified Fees
 2. 2017-2018 Proposed Fee Schedule
 3. 2017-2018 Fee Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

City of Seaside*Fee Schedule – Rates Held from 2016-17*

The following fees per the Master Fee Schedule were not increased by 3.7% in 2017-18 and were either held or lowered from prior year.

Recreation Fees Held 17-18

<i>Program</i>	<i>Residents 2016-17</i>	<i>Residents 2017-18</i>
Preschool Programs		
<i>Fees per class</i>	<i>\$8.25</i>	<i>\$8.25</i>
Intersession Day Camp Program		
<i>Full Day - Sports/Day Camp</i>	<i>\$97.00</i>	<i>\$97.00</i>
<i>3 hours Sports/Day Camp</i>	<i>\$21.00</i>	<i>\$21.00</i>
<i>1/2 day camp (Playland)</i>	<i>\$41.75</i>	<i>\$41.75</i>
Youth Sports		
<i>Tennis per class</i>	<i>\$5.75</i>	<i>\$5.75</i>
Facility Rentals - Oldemeyer		
<i>BBQ Facility</i>	<i>\$52.25</i>	<i>\$52.25</i>
<i>Deposit due day of center rental</i>	<i>\$591.25</i>	<i>\$591.25</i>
<i>Alcohol Deposit – 25% non-refundable</i>	<i>\$575.50</i>	<i>\$575.50</i>
<i>VFW- Friday 5-11 pm</i>	<i>\$374.25</i>	<i>\$374.25</i>
<i>Avenue of Flags – Sunday 5-11pm</i>	<i>\$325.50</i>	<i>\$325.50</i>
Soper Field Community Center		
<i>Room Deposit – Total</i>	<i>\$314.00</i>	<i>\$314.00</i>
<i>Non-refundable portion (25%)</i>	<i>\$78.50</i>	<i>\$78.50</i>
<i>Refundable portion (75%)</i>	<i>\$235.50</i>	<i>\$235.50</i>
<i>Alcohol Deposit - 25% non-refundable</i>	<i>\$575.50</i>	<i>\$575.50</i>
Private Rental Fees- Oldemeyer		
<i>0-3 hrs. (per hour)</i>	<i>\$68.00</i>	<i>\$68.00</i>
<i>Every hour over 3 (per hour)</i>	<i>\$31.25</i>	<i>\$31.25</i>
Seahorse Room Rental		
<i>0-3 hrs. (per hour)</i>	<i>\$43.75</i>	<i>\$43.75</i>
<i>Every hour over 3 (per hour)</i>	<i>\$20.00</i>	<i>\$20.00</i>
Seaside Room		
<i>0-3 hrs. (per hour)</i>	<i>\$43.75</i>	<i>\$43.75</i>
<i>Every hour over 3 (per hour)</i>	<i>\$20.00</i>	<i>\$20.00</i>

Recreation Fees Held 17-18 (Continued)

<i>Program</i>	<i>Residents 2016-17</i>	<i>Residents 2017-18</i>
Blackhorse Room/Senior		
0-3 hrs. (per hour)	\$54.50	\$54.50
Every hour over 3 (per hour)	\$24.00	\$24.00
Bayonet Room Rental		
0-3 hrs. (per hour)	\$43.75	\$43.75
Every hour over 3 (per hour)	\$20.00	\$20.00
Aquatics Private Rentals-Pattullo Swim Center		
2 hours - up to 50 people	\$180.00	\$180.00
2 hours - up to 100 people	\$197.25	\$197.25
2 hours - up to 125 people	\$233.50	\$233.50
Use of Slide	\$26.25	\$26.25
Additional 1/2 hour	\$39.00	\$39.00
Deposit	\$87.00	\$87.00
NP-Seaside Dolphins Swim Team	\$21.00	\$21.00
NP-CSUMB	\$21.00	\$21.00
NP-MPUSD Special Ed. Student	\$21.00	\$21.00
NP-MCOE Special Ed Student	\$21.00	\$21.00
Cypress Synchronized Club	\$32.25	\$32.25
Senior Programs		
Senior Theme Lunches (AOA)	\$4.00	\$4.00
Aquatics Programs		
Water Exercise / 2 days week	\$43.25	\$22.50
Water Exercise / 5 days week	\$68.50	\$34.00
Adult Water Exercise Class Drop-in Rate	\$8.50	\$8.50
Lap Swim		
Adult Drop In	\$5.75	\$5.75
Senior / Military / College Drop-In	\$3.50	\$3.50
Recreation Swim		
Adult Drop In	\$5.75	\$5.75
Senior / College Student /		
Youth / Military Drop In	\$3.50	\$3.50
Commercial Rental (per hr)	\$104.75	\$104.75

Recreation Fees Held 17-18 (Continued)

Program	Residents 2016-17	Residents 2017-18
Recreation Swim Card		
Youth Recreation Card (per mo.)	\$15.25	\$15.25
Youth Recreation Card (per Yr.)	\$103.75	\$103.75
Senior/College/Military Card (per mo.)	\$22.50	\$22.50
Senior/College/Military Card (per yr.)	\$134.50	\$134.50
Senior Gold Card (per mo.)	\$16.75	\$16.75
Senior Gold Card (per yr.)	\$109.75	\$109.75
Adult Lap Card (per mo.)	\$34.00	\$34.00
Adult Lap Card (per yr.)	\$276.25	\$276.25
Adult Couple / Corporate (per mo.)	\$52.25	\$52.25
Adult Couple / Corporate (per yr.)	\$361.75	\$361.75
Family - up to 4 people / (per mo.)	\$70.00	\$70.00
Family - up to 4 people / (per yr.)	\$471.00	\$471.00
Family - up to 8 people / (per mo.)	\$86.50	\$86.50
Family - up to 8 people / (per yr.)	\$623.25	\$623.25

Planning Fees Held or Lowered 17-18

	2016-17	2017-18
Amendments		
Use Permit Amendment	\$778	\$325
Minor Use Permit Amendment	\$583	\$350
Variance Amendment	\$778	\$505
Minor Variance Amendment	\$583	\$200
Appeals		
Planning Commission		
(from ZA, BAR & Staff interpretation)	\$778	\$175
City Council (from Planning Commission)	\$567	\$350
Design/Architectural Review		
Residential		
One and Two Family - New Construction	\$1,688	\$1,200
One and Two Family - Addition that adds less than 50% of the structure	\$1,688	\$500
Multi-family - New Construction	\$2,150	\$1,200

Planning Fees Held or Lowered 17-18 (Continued)

	2016-17	2017-18
Commercial		
<i>New Construction (includes shell only)</i>	\$2,600	\$1,500
<i>Exterior Façade (ex. Window, awning, exterior color change)</i>	\$584	\$500
Fencing		
<i>Fence Exceptions</i>	\$1,068	\$500
Limited Term Permits		
<i>Commercial</i>	\$568	\$250
<i>Non-Profit</i>	\$297	\$100
Sign Permits		
<i>Sign Permit (BAR approval)-fixed signs</i>	\$778	\$350
<i>Master Sign Program</i>	\$973	\$750
Use Permit		
Residential		
<i>One and Two Family Residential</i>	\$1,688	\$800
<i>Multi-family Residential</i>	\$1,703	\$1,000
Commercial		
<i>Commercial (< 5K sq ft)</i>	\$1,785	\$1,000
<i>Commercial (5K sq ft or greater)</i>	\$2,637	\$1,500
Other		
<i>Minor Use</i>	\$1,737	\$700
<i>Day Care (Large Family child or adult day care home 7-14 capacity, as defined in the CA Code of Regulations); (* includes 2 inspections)</i>	\$513	\$513

Engineering Fees Held or Lowered 17-18

	<i>2016-17</i>	<i>2017-18</i>
Encroachment Permit		
<i>Right-of-Way Construction/ Portable Unit (per every 2 weeks) - (ex. dumpster, storage bin)</i>	\$225	\$45
<i>Encroachment Permit Depositor Bond - (improvements <\$25,000)</i>	\$1,000	\$1,000
<i>Commemorative Sign Application</i>	\$54	\$54
Sewer Services		
<i>Sewer Line Overflow Response – (Regular Business Hours) Rate plus Materials</i>	\$208.72/hr	\$208.72/hr
<i>(Outside Regular Business Hours) Rate plus Materials</i>	\$449.58/hr	\$449.58/hr
Storm Water		
<i>Medium Project (includes 2 reviews) - 5,000 - 15,000 Sq Ft- Minimum Deposit \$3600</i>	\$600	Actual Cost
<i>Large Project (includes 2 reviews) - > 15,000 Sq Ft- Minimum Deposit \$4800</i>	\$1,202	Actual Cost
<i>Storm Water Pollution Prevention (SWPPP) (applies to all development sites) (per wet season)- Minimum Deposit \$450</i>	\$450	Actual Cost
<i>SWPPP Inspections - Minimum Deposit \$281</i>	\$301	Actual Cost
Hourly Rates		
<i>Engineering Services - after business hours (OT, 2 hour minimum)</i>	N/A	\$302

CITY OF SEASIDE
MASTER FEE SCHEDULE AS OF 7/15/2017

CREDIT CARDS NOT ACCEPTEED FOR DEVELOPER DEPOSITS OR TRANSIENT OCCUPANCY TAX

FEE SCHEDULE

Schedule of Finance/City Clerk Division Fees

Schedule of Building Division Fees

Schedule of Planning Division Fees

Schedule of Engineering Division Fees

Schedule of Water Division Rates & Fees

Schedule of Recreation Division Fees

Schedule of Fire Department Fees

Schedule of Police Department Fees

Schedule of Police Department - Animal Control Fees

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FINANCE & CITY CLERK FEES

1.026

1.037

	16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
FINANCE		
Business License Application Fee	\$ 13	\$ 13
Business License Schedule of License Fees	Municipal Code 5.04.20 - 5.04.10	Municipal Code 5.04.20 - 5.04.10
Mailing List (per page)	.10 + cost of labels	.10 + cost of labels
City Budget-Paper	\$ 53	\$ 55
Bingo Permit	\$ 53	\$ 55
Delinquent Invoice-1st Notice	\$ 5	\$ 5
Delinquent Invoice-2nd Notice	\$ 10	\$ 10
Returned Check-1st	\$ 28	\$ 29
Returned Check-2nd	\$ 33	\$ 34
CITY CLERK		
Public Record Copies - standard 8.5" x 11", black and white	\$ 0.10	\$ 0.10
Public Record Copies - Color or non-standard sizes	cost of duplication	cost of duplication
Mailing copy of requested document or CD	Cost of duplication plus postage	Cost of duplication plus postage
City Council Agenda mailing subscription (annual)	\$ 27	\$ 28
City Council Agenda Packet (per packet)	\$ 16	\$ 17
Records on CD	\$ 5	\$ 5
Notary Fee (State Code)	\$ 10	\$ 10

CITY OF SEASIDE				
RESOURCE MANAGEMENT - Building Plan Review and Inspection			1.026	1.037
All City of Seaside planning and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2017/2018		Fee	16/17 Adopted (2.6%)	17/18 Adopted (3.7%)
BUILDING DIVISION FEES				
ADMINISTRATIVE CITATIONS				
	First Offense		\$ 269	\$ 279
	Repeated Violations		\$ 538	\$ 558
Work with out a Permit-Investigative Fee			Equal to Permit Fee-not to exceed \$500	Equal to Permit Fee-not to exceed \$500
Notice of Violation Recordation Fee			\$ 257	\$ 267
Notice of Violation Expungement Fee			\$ 257	\$ 267
			\$ -	\$ -
New Address/Address Change			\$ 117	\$ 121
AB717 Training Fee				
Certified Access Specialist (CASP) Plan Review Fee			Cost	Cost
MINOR COMMERCIAL AND RESIDENTIAL IMPROVEMENT PROJECTS				
	Application for Unreasonable Hardship Exceptions to Disabled Access Requirements (2 hour minimum)	per hour	\$ 1,025	\$ 1,063
	Application Request for Substitution of Alternate Materials or Method (2 hour Minimum)	per hour	\$ 1,025	\$ 1,063
	Board of Appeal Hearing Fee	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Building-like Structures - Misc. Structures (ie, tanks, towers, silos, storage racks, etc.)	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Canopy / Awning	per project	\$ 1,025	\$ 1,063
	Cellular Tower / Antenna		\$ -	\$ -
	Attached	each	\$ 3,074	\$ 3,188
	Detached	each	\$ 3,074	\$ 3,188
	Equipment Shelter	each	\$ 1,537	\$ 1,594
	Certification of Record	each	\$ 1,025	\$ 1,063
	Commercial Accessibility Upgrade	each	\$ 1,025	\$ 1,063
	Commercial Coach Installation	each	\$ 1,025	\$ 1,063
	Deck or Patio (Covered) - Install/Replace/Repair		Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Non-engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Deck or Patio (Uncovered) - Install/Replace/Repair			
	Engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Non-engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Deferred Submittal	per project		
	Demolition	per project	\$ 242	\$ 251
	Dry rot/Termite Repair	per project	\$ 242	\$ 251
	Fence or Non-Engineered Wall	per project	\$ 242	\$ 251
	Fireplace Retrofit / Chimney Repair	per project	\$ -	\$ -
	Flag, Light, or Sign Pole - Install / Replace	per project	\$ 1,025	\$ 1,063
	Foundation Repair / Replace (includes piles, piers, or foundation-only systems under existing or partial construction)	per project	\$ 2,049	\$ 2,125
	Greenhouse or Solarium		\$ -	\$ -
	< 200 sq ft	per project	\$ 1,025	\$ 1,063
	200 - 1,000 sq ft	per project	\$ 2,049	\$ 2,125
	> 1,000 sq ft	per project	\$ 2,562	\$ 2,657
	Minor Repairs (for items otherwise not listed, for the purpose of reconstruction, renewal, or maintenance of any part of an existing structure - requiring not more than two inspections) (Includes Mechanical equipment with structural modifications)	per project	\$ 242	\$ 251

CITY OF SEASIDE				
RESOURCE MANAGEMENT - Building Plan Review and Inspection			1.026	1.037
All City of Seaside planning and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2017/2018		Fee	16/17 Adopted (2.6%)	17/18 Adopted (3.7%)
	Outsourced Plan Review Processing Fee	per hour	\$ 512	\$ 531
	Partition	per project	\$ 242	\$ 251
	Pools and Spas - Commercial		\$ -	\$ -
	Pool & Spa Combo	per project	\$ 2,049	\$ 2,125
	Pool - New Install	per project	\$ 2,049	\$ 2,125
	Pool - Remodel	per project	\$ 1,025	\$ 1,063
	Spa - New Install	per project	\$ 1,025	\$ 1,063
	Pools and Spas - Residential - Above Ground		\$ 161	\$ 167
	Registration of Abandoned Property		\$ 53	\$ 55
	Re-Plastering, or Wet Sand Blasting		\$ -	\$ -
	< 20 sq ft	per project	\$ 768	\$ 796
	20 - 200 sq ft	per project	\$ 768	\$ 796
	> 200 sq ft	per project	\$ 768	\$ 796
	Re-Roof: \$157 for 1st 10 Squares. Add \$75 for each additional Squares		\$ 161	\$ 167
	Retaining Wall		\$ -	\$ -
	Engineered	per project	\$ 323	\$ 335
	Non-Engineered	per project	\$ 242	\$ 251
	Seismic Retrofit		\$ -	\$ -
	< 5,000 Sq Ft	per project	\$ 2,305	\$ 2,390
	> 5,000 Sq Ft.	per project	\$ 3,330	\$ 3,453
	Stair Repair / Replace	per project	\$ 242	\$ 251
	Siding / Stucco	per project	\$ 242	\$ 251
	Sign		\$ -	\$ -
	Non-Illuminated	per project	\$ 161	\$ 167
	Illuminated	per project	\$ 161	\$ 167
	Monument	per project	\$ 1,025	\$ 1,063
	Solar / PV System -		\$ -	\$ -
	Residential Permit and Inspection-\$500 plus \$15 per kilowatt for each above 15kw	per project	Variable	Variable
	Non-Residential and commercial-\$1,000 plus \$7 per kilowatt for each kilowatt between 51kw and 250 kw, plus \$5 for every kilowatt above 250 kw	per project	Variable	Variable
	Substandard Structure Inspection (includes code enforcement report)	per project	\$ 1,025	\$ 1,063
	Certificate of Occupancy		\$ 176	\$ 183
	Temporary Certificate of Occupancy	per project	176 + deposit	183 + deposit
	Trailer Coach Tiedown Inspection	per project	\$ 1,025	\$ 1,063
	Garage Door Replacement		\$ 161	\$ 167
	Window / Door - Non-Structural		\$ -	\$ -
	First 10 windows / doors	per project	\$ 242	\$ 251
	each add'l 10 windows/doors	per project	\$ 81	\$ 84
	Window / Door - Structural		\$ -	\$ -
	First 10 windows / doors	per project	\$ 323	\$ 335
	each add'l 10 windows/doors	per project	\$ 108	\$ 112
	Additional Plan Check required in excess of standard	per hour	\$ 243/Hour Minimum	\$ 252/Hour Minimum
	Additional Inspection required in excess of standard / Reinspection	per hour	\$ 243/Hour Minimum	\$ 252/Hour Minimum
	Plan Check outside of normal business hours or applicant requested fast-tracking (3 hour minimum)	per hour	\$ 1,537	\$ 1,594
	Plan Check outside of normal business hours or applicant requested fast-tracking (4 hour minimum)	per hour	\$ 2,049	\$ 2,125
			\$ -	\$ -
MECHANICAL, PLUMBING, AND ELECTRICAL PERMITS (Not associated with an existing building permit)			\$ -	\$ -
			\$ -	\$ -
	Plan Review	per hour	\$ 512	\$ 531
	Other Mechanical, Plumbing, or Electrical Inspections not otherwise listed below	per hour	\$ 242	\$ 251
			\$ -	\$ -
	Mechanical Permit Fees		\$ -	\$ -
	Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)		\$ 323	\$ 335
	Repair/alteration/addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by code.		\$28/each w/ \$243 Minimum	\$29/each w/ \$252 Minimum
	Install, relocate each boiler or compressor, up to and including 3 HP, or each absorption system up to and including 100,000 Btu/hr		\$ 430	\$ 446
	Each air-handling unit, including attached ducts. (Note: this fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere)		\$ 430	\$ 446

CITY OF SEASIDE				
RESOURCE MANAGEMENT - Building Plan Review and Inspection			1.026	1.037
All City of Seaside planning and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2017/2018		Fee	16/17 Adopted (2.6%)	17/18 Adopted (3.7%)
	Each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit.		\$ 1,280	\$ 1,327
	Residential - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 242	\$ 251
	Commercial - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 2,817	\$ 2,921
	Each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in the code		\$ 242	\$ 251
			\$ -	\$ -
	Plumbing and Gas Permit Fees			
	Each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping, and backflow protection therefore)		\$28/each w/ \$243 Minimum	\$29/each w/ \$252 Minimum
	Each building sewer		\$ 242	\$ 251
	Each water heater and/or vent		\$ 161	\$ 167
	Installation, alteration, or repair of wall heater		\$ 161	\$ 167
	Each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps		\$ 1,537	\$ 1,594
	Installation, alteration, or repair of water piping and/or water treating equipment		\$ 243 - For single line	\$ 252 - For single line
	Installation, alteration, or repair of gas piping and/or gas treating equipment		\$ 243 - For single line	\$ 252 - For single line
	Repair or alteration of drainage or vent piping		\$ 243 - For single line	\$ 252 - For single line
			\$ 323 - For multiple lines	\$ 335 - For multiple lines
	Each lawn sprinkler system on any one meter, including backflow protection devices		\$ 242	\$ 251
	Backflow devices not included in other fee services (e.g., building sewer) each unit		\$ 242	\$ 251
	Gas test		\$ 161	\$ 167
	Sewer lateral test		\$ 242	\$ 251
	Electrical Permit Fees			
	Temporary Power Service			
	Temporary service power pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances		\$243 - If not incl. w/ new permit	\$252 - If not incl. w/ new permit
	Temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, etc.		\$ 242	\$ 251
	15 or 20 amp - each 10 circuits		\$ 242	\$ 251
	25 to 40 amp circuits		\$ 768	\$ 796
	50 to 175 amp circuits		\$ 768	\$ 796
			\$ -	\$ -
	Receptacle, Switch and Lighting Outlets		\$ -	\$ -
	Receptacle, switch and lighting outlets at which current is used or controlled, except services, feeders and meters		\$ -	\$ -
	Each 10 (or portion thereof)		\$ 242	\$ 251
	Residential Appliances			
	Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room console or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances not exceeding one horsepower (HP) in rating.		\$10.30 each w/ \$157 Minimum	\$10.68 each w/ \$157 Minimum
	Non-residential Appliances			
	Residential appliances and self-contained factory-wired nonresidential appliances, including medical and dental devices, food, beverage, and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or other		\$21.60 each w/ \$243 Minimum	\$22.40 each w/ \$243 Minimum
	Power Apparatus			
	Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, as follows: Note: these fees include all switches, circuit break		\$ 242	\$ 251
	Busways			
	Trolley and plug-in-type busways - each 100 l.f. or fraction thereof (An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.		\$243 for each 100 feet	\$252 for each 100 feet
	New Services or Additional Panels			

CITY OF SEASIDE				
RESOURCE MANAGEMENT - Building Plan Review and Inspection			1.026	1.037
All City of Seaside planning and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2017/2018		Fee	16/17 Adopted (2.6%)	17/18 Adopted (3.7%)
	Services Note: An additional fee may apply (underground) or (overhead) to Power Company for reconnection or upgrade of any service		\$ 242	\$ 251
	600 volts or less and not over 200 amperes in rating		\$ 242	\$ 251
	600 volts or less and over 200 amperes in rating		\$ 323	\$ 335
	600 volts or over 1,000 amperes in rating		\$ 242	\$ 251
			\$ -	\$ -
Miscellaneous Apparatus, Conduits, and Conductors			\$ -	\$ -
	Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is set forth. (This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs)		\$ 242	\$ 251
			\$ -	\$ -
	Plan review		\$ -	\$ -
	Hourly Rate		\$ 242	\$ 251
	90 Day Plan Review Extension		25% Original Fee	25% Original Fee

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
LEVEL OF EFFORT		1.5		1.25		1	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Sch							
Square Footage:							
500	per project	\$ 4,283.46	\$ 0.95	\$ 2,855.64	\$ 0.63	\$ 2,284.51	\$ 0.51
2,000	per project	\$ 5,710.63	\$ 1.59	\$ 3,807.09	\$ 1.06	\$ 3,045.67	\$ 0.85
5,000	per project	\$ 10,468.52	\$ 1.33	\$ 6,979.01	\$ 0.89	\$ 5,583.21	\$ 0.71
10,000	per project	\$ 17,133.87	\$ 0.76	\$ 11,422.58	\$ 0.51	\$ 9,138.06	\$ 0.41
25,000	per project	\$ 28,555.11	\$ 1.14	\$ 19,036.74	\$ 0.76	\$ 15,229.39	\$ 0.61
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewh							
Square Footage:							
1,000	per project	\$ 5,710.63	\$ 0.71	\$ 3,807.09	\$ 0.48	\$ 3,045.67	\$ 0.38
5,000	per project	\$ 8,566.94	\$ 0.86	\$ 5,711.29	\$ 0.57	\$ 4,569.03	\$ 0.46
10,000	per project	\$ 12,850.57	\$ 0.44	\$ 8,567.05	\$ 0.29	\$ 6,853.64	\$ 0.23
50,000	per project	\$ 30,457.97	\$ 0.30	\$ 20,305.32	\$ 0.20	\$ 16,244.25	\$ 0.16
100,000	per project	\$ 45,686.98	\$ 0.46	\$ 30,457.99	\$ 0.30	\$ 24,366.39	\$ 0.24
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewh							
Square Footage:							
100	per project	\$ 237.86	\$ 2.38	\$ 158.57	\$ 1.59	\$ 126.86	\$ 1.27
200	per project	\$ 475.71	\$ 1.19	\$ 317.14	\$ 0.79	\$ 253.71	\$ 0.63
600	per project	\$ 951.44	\$ 1.19	\$ 634.29	\$ 0.79	\$ 507.44	\$ 0.63
1,000	per project	\$ 1,427.15	\$ 0.48	\$ 951.43	\$ 0.32	\$ 761.15	\$ 0.25
1,500	per project	\$ 1,665.01	\$ 0.48	\$ 1,110.00	\$ 0.32	\$ 888.00	\$ 0.25
2,000	per project	\$ 1,902.86	\$ 0.95	\$ 1,268.58	\$ 0.63	\$ 1,014.86	\$ 0.51
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addr							
Square Footage:							
500	per project	\$ 4,997.04	\$ 1.43	\$ 3,331.36	\$ 0.95	\$ 2,665.09	\$ 0.76
2,000	per project	\$ 7,137.78	\$ 1.19	\$ 4,758.52	\$ 0.79	\$ 3,806.82	\$ 0.63

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
LEVEL OF EFFORT		1.5		1.25		1	
5,000	per project	\$ 10,707.67	\$ 0.86	\$ 7,138.45	\$ 0.57	\$ 5,710.76	\$ 0.46
10,000	per project	\$ 14,991.13	\$ 0.78	\$ 9,994.09	\$ 0.52	\$ 7,995.27	\$ 0.41
25,000	per project	\$ 26,650.23	\$ 1.07	\$ 17,766.82	\$ 0.71	\$ 14,213.45	\$ 0.57
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule whe							
Square Footage:							
500	per project	\$ 2,856.31	\$ 0.95	\$ 1,904.20	\$ 0.63	\$ 1,523.36	\$ 0.51
2,000	per project	\$ 4,283.46	\$ 0.71	\$ 2,855.64	\$ 0.48	\$ 2,284.51	\$ 0.38
5,000	per project	\$ 6,424.20	\$ 0.43	\$ 4,282.80	\$ 0.29	\$ 3,426.24	\$ 0.23
10,000	per project	\$ 8,566.94	\$ 0.38	\$ 5,711.29	\$ 0.25	\$ 4,569.03	\$ 0.20
25,000	per project	\$ 14,277.55	\$ 0.57	\$ 9,518.36	\$ 0.38	\$ 7,614.69	\$ 0.30
One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. Thi							
Square Footage:							
1,000	per project	\$ 7,853.35	\$ 1.43	\$ 5,235.57	\$ 0.95	\$ 4,188.45	\$ 0.76
2,500	per project	\$ 9,994.09	\$ 2.38	\$ 6,662.73	\$ 1.59	\$ 5,330.18	\$ 1.27
4,000	per project	\$ 13,563.98	\$ 3.69	\$ 9,042.65	\$ 2.46	\$ 7,234.12	\$ 1.97
6,000	per project	\$ 20,939.62	\$ 2.38	\$ 13,959.74	\$ 1.59	\$ 11,167.80	\$ 1.27
8,000	per project	\$ 25,698.80	\$ 3.21	\$ 17,132.54	\$ 2.14	\$ 13,706.03	\$ 1.71
Residential Repeat / Subsequent Lot Plan Check	per project	\$ 380.58	N/A	\$ 380.58	N/A	\$ 380.58	N/A
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes th							
Square Footage:							
1,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,500	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
LEVEL OF EFFORT		1.5		1.25		1	
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in							
Square Footage:							
200	per project	\$ 1,189.30	\$ 1.19	\$ 792.86	\$ 0.79	\$ 634.29	\$ 0.63
600	per project	\$ 1,665.01	\$ 1.20	\$ 1,110.00	\$ 0.80	\$ 888.00	\$ 0.64
1,000	per project	\$ 2,146.73	\$ 0.94	\$ 1,431.15	\$ 0.63	\$ 1,144.92	\$ 0.50
1,500	per project	\$ 2,618.45	\$ 0.95	\$ 1,745.63	\$ 0.63	\$ 1,396.51	\$ 0.51
2,000	per project	\$ 3,094.16	\$ 1.55	\$ 2,062.77	\$ 1.03	\$ 1,650.22	\$ 0.83
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsew							
Square Footage:							
200	per project	\$ 951.44	\$ 1.19	\$ 634.29	\$ 0.79	\$ 507.44	\$ 0.63
600	per project	\$ 1,427.15	\$ 1.19	\$ 951.43	\$ 0.79	\$ 761.15	\$ 0.63
1,000	per project	\$ 1,902.88	\$ 0.95	\$ 1,268.59	\$ 0.63	\$ 1,014.87	\$ 0.51
1,500	per project	\$ 2,378.59	\$ 0.96	\$ 1,585.73	\$ 0.64	\$ 1,268.58	\$ 0.51
2,000	per project	\$ 2,856.31	\$ 1.43	\$ 1,904.20	\$ 0.95	\$ 1,523.36	\$ 0.76

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
LEVEL OF EFFORT		1.5		1.25		1	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Sch							
Square Footage:							
500	per project	\$ 4,568.50	\$ 0.72	\$ 3,807.09	\$ 2.17	\$ 3,045.67	\$ 0.48
2,000	per project	\$ 5,646.26	\$ 1.67	\$ 7,057.83	\$ 2.09	\$ 3,764.18	\$ 1.11
5,000	per project	\$ 10,660.90	\$ 2.44	\$ 13,326.12	\$ 3.05	\$ 7,107.27	\$ 1.62
10,000	per project	\$ 22,844.09	\$ 0.71	\$ 28,555.11	\$ 0.89	\$ 15,229.39	\$ 0.47
25,000	per project	\$ 33,504.97	\$ 1.34	\$ 41,881.22	\$ 1.68	\$ 22,336.65	\$ 0.89
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewh							
Square Footage:							
1,000	per project	\$ 5,710.22	\$ 0.86	\$ 4,758.52	\$ 1.67	\$ 3,806.82	\$ 0.57
5,000	per project	\$ 9,136.99	\$ 1.37	\$ 11,421.24	\$ 1.71	\$ 6,091.33	\$ 0.91
10,000	per project	\$ 15,990.54	\$ 0.55	\$ 19,988.18	\$ 0.69	\$ 10,660.36	\$ 0.37
50,000	per project	\$ 38,073.48	\$ 0.43	\$ 47,591.84	\$ 0.53	\$ 25,382.32	\$ 0.28
100,000	per project	\$ 59,393.66	\$ 0.59	\$ 74,242.07	\$ 0.74	\$ 39,595.77	\$ 0.40
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewh							
Square Footage:							
100	per project	\$ 380.58	\$ 3.81	\$ 317.15	\$ 3.17	\$ 253.72	\$ 2.54
200	per project	\$ 761.15	\$ 0.48	\$ 634.29	\$ 1.39	\$ 507.44	\$ 0.32
600	per project	\$ 951.44	\$ 0.48	\$ 1,189.30	\$ 0.59	\$ 634.29	\$ 0.32
1,000	per project	\$ 1,141.72	\$ 0.76	\$ 1,427.15	\$ 0.95	\$ 761.15	\$ 0.51
1,500	per project	\$ 1,522.31	\$ 0.76	\$ 1,902.88	\$ 0.95	\$ 1,014.87	\$ 0.51
2,000	per project	\$ 1,902.87	\$ 0.95	\$ 2,378.59	\$ 1.19	\$ 1,268.58	\$ 0.63
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addr							
Square Footage:							
500	per project	\$ 6,853.55	\$ 2.28	\$ 5,711.29	\$ 4.76	\$ 4,569.03	\$ 1.52

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
LEVEL OF EFFORT		1.5		1.25		1	
2,000	per project	\$ 10,280.32	\$ 1.14	\$ 12,850.39	\$ 1.43	\$ 6,853.54	\$ 0.76
5,000	per project	\$ 13,707.10	\$ 0.69	\$ 17,133.87	\$ 0.86	\$ 9,138.06	\$ 0.46
10,000	per project	\$ 17,132.26	\$ 0.58	\$ 21,415.33	\$ 0.73	\$ 11,421.51	\$ 0.39
25,000	per project	\$ 25,890.29	\$ 1.04	\$ 32,362.86	\$ 1.29	\$ 17,260.19	\$ 0.69
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule whe							
Square Footage:							
500	per project	\$ 1,712.59	\$ 1.14	\$ 1,427.16	\$ 1.90	\$ 1,141.73	\$ 0.76
2,000	per project	\$ 3,426.77	\$ 0.76	\$ 4,283.46	\$ 0.95	\$ 2,284.51	\$ 0.51
5,000	per project	\$ 5,710.22	\$ 0.91	\$ 7,137.78	\$ 1.14	\$ 3,806.82	\$ 0.61
10,000	per project	\$ 10,280.32	\$ 0.38	\$ 12,850.39	\$ 0.48	\$ 6,853.54	\$ 0.25
25,000	per project	\$ 15,990.54	\$ 0.64	\$ 19,988.18	\$ 0.80	\$ 10,660.36	\$ 0.43
One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. Thi							
Square Footage:							
1,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,500	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Repeat / Subsequent Lot Plan Check		per project	\$ -	N/A	\$ -	N/A	\$ -
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes th							
Square Footage:							
1,000	per project	\$ 9,136.99	\$ 2.28	\$ 7,614.16	\$ 5.39	\$ 6,091.33	\$ 1.52
2,500	per project	\$ 12,563.77	\$ 3.05	\$ 15,704.72	\$ 3.81	\$ 8,375.85	\$ 2.03
4,000	per project	\$ 17,132.26	\$ 1.43	\$ 21,415.33	\$ 1.78	\$ 11,421.51	\$ 0.95
6,000	per project	\$ 19,988.18	\$ 1.43	\$ 24,985.22	\$ 1.78	\$ 13,325.45	\$ 0.95
8,000	per project	\$ 22,844.09	\$ 2.86	\$ 28,555.11	\$ 3.57	\$ 15,229.39	\$ 1.90

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
LEVEL OF EFFORT		1.5		1.25		1	
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in							
Square Footage:							
200	per project	\$ 1,141.72					
600	per project	\$ 1,522.31					
1,000	per project	\$ 1,902.87					
1,500	per project	\$ 2,285.05					
2,000	per project	\$ 3,046.20					
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsew							
Square Footage:							
200	per project	\$ 1,141.72	\$ 0.95	\$ 951.43	\$ 2.38	\$ 761.15	\$ 0.63
600	per project	\$ 1,522.31	\$ 0.95	\$ 1,902.88	\$ 1.19	\$ 1,014.87	\$ 0.63
1,000	per project	\$ 1,902.87	\$ 0.76	\$ 2,378.59	\$ 0.96	\$ 1,268.58	\$ 0.51
1,500	per project	\$ 2,285.05	\$ 1.52	\$ 2,856.31	\$ 1.90	\$ 1,523.36	\$ 1.01
2,000	per project	\$ 3,046.20	\$ 1.52	\$ 3,807.75	\$ 1.90	\$ 2,030.80	\$ 1.02

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES
All City of Seaside planning and building fees for parcels in the West Broadway Urban Village
Specific Plan Area will be waived for 2017/2018

	1.026	1.037
	16/17 Adopted	17/18 Proposed
PLANNING DEPARTMENT FEES		
AMENDMENTS		
General Plan Amendment	\$ 6,997	\$ 7,256
Planned Unit Development Amendment (\$2,060 + \$103 per unit/lot ; used 40 unit lot for comparison)	\$ 7,145	\$ 7,409
Planning		
PW/Eng		
Zoning Map Amendment	\$ 6,997	\$ 7,256
Zoning Ordinance (text) Amendment	\$ 6,997	\$ 7,256
Local Coastal Plan Amendment	\$ 6,997	\$ 7,256
Use Permit Amendment	\$ 778	\$ 325
Minor Use Permit Amendment	\$ 583	\$ 350
Variance Amendment	\$ 778	\$ 505
Minor Variance Amendment	\$ 583	\$ 350
Design Review Amendment	\$ 583	\$ 200
Tentative Parcel Map Amendment	\$ 583	\$ 589
Tentative Subdivision (Tract) Map Amendment	\$ 3,171	\$ 3,288
Sphere of Influence Amendment	\$ 1,555	\$ 1,613
Master Sign Program Amendment	\$ 583	\$ 605
Development Agreement Amendment	\$ 9,718	\$ 10,078
Specific Plan Amendment- \$2,000 deposit	Cost	Cost
ANNEXATION		
Application	\$ 9,718	\$ 10,078
APPEALS		
Planning Commission (from ZA,BAR & Staff interpretation)	\$ 778	\$ 175
PW/Eng - only if appeal involved Eng. condition, add fee	\$ 148	\$ 153
City Council (from Planning Commission)	\$ 567	\$ 350
PW/Eng - only if appeal involved Eng. condition, add fee	\$ 148	\$ 153
DESIGN/ARCHITECTURAL REVIEW		
Residential		
One and Two Family - New Construction	\$ 1,688	\$ 1,200
Planning		
PW/Eng		
Fire		
One and Two Family - Addition that adds less than 50% of the structure	\$ 1,688	\$ 500
Planning		
PW/Eng		
Fire		
Multi-family - New Construction	\$ 2,150	\$ 1,200
Planning		
PW/Eng		
Fire		
Multi-family - Addition that adds less than 50% of the structure	\$ 584	\$ 606
Planning		
PW/Eng		
Fire		
Commercial		
New Construction (includes shell only)	\$ 2,600	\$ 1,500
Planning		
PW/Eng		
Fire		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES
All City of Seaside planning and building fees for parcels in the West Broadway Urban Village
Specific Plan Area will be waived for 2017/2018

		1.026	1.037
		16/17 Adopted	17/18 Proposed
PLANNING DEPARTMENT FEES			
	Addition/Remodel that adds less than 50% of the structure	\$ 2,211	\$ 2,293
	Planning PW/Eng Fire		
	Exterior Façade (ex. Window, awning, exterior color change)	\$ 584	\$ 500
	Planning Fire		
DEVELOPMENT AGREEMENTS			
	Application (includes modifications) - Deposit \$25,000	Cost	Actual Cost
	Annual Review/Monitoring	\$ 778	\$ 807
ECONOMIC OPPORTUNITY PLAN			
	Unsolicited Proposal Review- Deposit \$500	\$ 1,047	Actual Cost
ENVIRONMENTAL REVIEW			
	Environmental Impact Report	\$ 13,606	\$ 14,109
	Initial Study and Negative Declaration/Mitigated Negative Declaration	\$ 4,081	\$ 4,232
	Mitigated Monitoring	\$ 2,333	\$ 2,419
	Environmental Addendum	\$ 4,081	\$ 4,232
FENCING			
	Fence Exceptions	\$ 1,068	\$ 500
HISTORIC AND CULTURAL RESOURCE PRESERVATION			
	Historic Landmark Designation	\$ 2,916	\$ 3,024
	Certificate of Appropriateness review	\$ 1,555	\$ 1,613
	Certificate of Appropriateness review - demolition	\$ 1,555	\$ 1,613
	Certificate of Appropriateness review - disaster damage		
LIMITED TERM PERMITS			
	Commercial	\$ 568	\$ 250
	Planning Fire		
	Non-Profit	\$ 297	\$ 100
	Planning Fire		
	Filming Permits - Actual cost currently (no deposit)	\$ 740	\$ 767
	Planning Fire		
	Christmas Tree/Pumpkin Lots (Profit)	\$ 740	\$ 767
	Special Events Application	\$ 97	\$ 101
	Neighborhood Block Party	NOT ADOPTED PREVIOUSLY- NEW FEE	\$ 25
MISCELLANEOUS			
	Home Occupation Permit	\$ 64	\$ 66
	Garage Sale Permit	\$ 16	\$ 17
	Planning - Building Plan Review (incl. plan review and inspection)	\$ 195	\$ 202
	Planning - Re-inspection	\$ 195	\$ 202

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES
All City of Seaside planning and building fees for parcels in the West Broadway Urban Village
Specific Plan Area will be waived for 2017/2018

		1.026	1.037
		16/17 Adopted	17/18 Proposed
PLANNING DEPARTMENT FEES			
PLANNED UNIT DEVELOPMENT			
	Planned Unit Development	\$ 6,997	\$ 7,256
PRE-APPLICATION REVIEW			
	One and Two Family Residential projects	\$ 560	\$ 581
	Planning		
	PW/Eng		
	Commercial and Multi-family projects (50,000 sq ft or less)	\$ 878	\$ 910
	Planning		
	PW/Eng		
	Commercial and Multi-family projects (> 50,000 sq ft)	\$ 1,025	\$ 1,063
	Planning		
	PW/Eng		
PRECISE PLAN (SPECIFIC PLAN)			
	Application	\$ 9,718	\$ 10,078
SIGN PERMITS			
	Sign Permit (BAR approval)-fixed signs	\$ 778	\$ 350
	Sign Permit (administrative approval; sign face change)	\$ 95	\$ 99
	Temporary Signs	\$ 95	\$ 99
	Master Sign Program	\$ 973	\$ 750
	Nonconforming Sign - exception request	\$ 973	\$ 1,009
SUBDIVISIONS			
	Tentative Parcel Map (up to 4 lots)	\$ 4,670	\$ 4,843
	Planning		
	PW/Eng		
	Tentative Subdivision (Tract) Map (4 or more lots)	\$ 6,909	\$ 7,165
	Planning		
	PW/Eng		
	Lot Line Adjustment	\$ 1,367	\$ 1,418
	Planning		
	PW/Eng		
	Lot Merger	\$ 978	\$ 1,014
	Planning		
	PW/Eng		
TIME EXTENSION REVIEW			
	Administrative	\$ 778	\$ 807
	Planning Commission	\$ 778	\$ 807
	Board of Architectural Review (BAR)	\$ 778	\$ 807
USE PERMIT			
Residential			
	One and Two Family Residential	\$ 1,628	\$ 800
	Planning		
	PW/Eng		
	Multi-family Residential	\$ 1,703	\$ 1,000
	Planning		
	PW/Eng		
Commercial			
	Commercial (< 5K sq ft)	\$ 1,785	\$ 1,000
	Planning		

**CITY OF SEASIDE
MASTER FEE SCHEDULE**

SCHEDULE OF PLANNING DEPARTMENT FEES

All City of Seaside planning and building fees for parcels in the West Broadway Urban Village
Specific Plan Area will be waived for 2017/2018

		1.026	1.037
		16/17 Adopted	17/18 Proposed
PLANNING DEPARTMENT FEES			
PW/Eng			
Fire			
Commercial (5K sq ft or greater)		\$ 2,637	\$ 1,500
Planning			
PW/Eng			
Fire			
Other			
Minor Use		\$ 1,737	\$ 700
Planning			
PW/Eng			
Day Care (Large Family child or adult day care home 7-14 capacity, as defined in the CA Code of Regulations); (* includes 2 inspections)		\$ 513	\$ 513
Planning			
Fire			
VARIANCE			
<i>Definition of a Minor Variance: a maximum reduction of up to 10% of: a. Distance between structures, b. Parcel dimension (not area), c. Setbacks, d. Structure height, e. On-site parking, loading and landscaping</i>			
Residential			
One and Two Family Residential		\$ 2,406	\$ 2,495
Planning			
PW/Eng			
Minor One and Two Family Residential (<i>see above for definition of minor & examples</i>)		\$ 2,406	\$ 2,495
Planning			
PW/Eng			
Multi-family Residential		\$ 3,572	\$ 3,704
Planning			
PW/Eng			
Minor Multi-family Residential (<i>see above for definition of minor & examples</i>)		\$ 2,406	\$ 2,495
Planning			
PW/Eng			
Commercial			
Commercial		\$ 2,498	\$ 2,590
Planning			
PW/Eng			
Minor Commercial (<i>see above for definition of minor & examples</i>)		\$ 2,120	\$ 2,198
Planning			
PW/Eng			
OTHER FEES			
Affordable Housing Agreement		\$ 1,555	\$ 1,613
Mobilhome Park Conversions, Closures, and Cessation of Use Fee		\$ 1,555	\$ 1,613
Deferred Completion Agreement		\$ 778	\$ 807
Floodplain Development Permit		\$ 778	\$ 807
Tentative Parcel Map Waiver		\$ 1,555	\$ 1,613
Planning Commission Interpretation		\$ 1,555	\$ 1,613
Real Property Disclosure Report		\$ 135	\$ 140
LAND USE APPEALS			
Non-Applicant		\$ 2,916	\$ 3,024
Applicant		\$ 3,110	\$ 3,225
Administrative Review for Radio, Satellite and Dish Antennas		\$ 778	\$ 807
Grand Opening and Promotional Banner / Temporary Sign		\$ 97	\$ 101
Sign Permit (Over-the-counter)		\$ 195	\$ 202

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

**All City of Seaside planning and building fees for parcels in the West Broadway Urban Village
Specific Plan Area will be waived for 2017/2018**

		1.026	1.037
		16/17 Adopted	17/18 Proposed
PLANNING DEPARTMENT FEES			
	ZONING COMPLIANCE PLAN CHECK:		
	Over the Counter (Replacement In Kind)	\$ 97	\$ 101
	Over the Counter (Minor)	\$ 97	\$ 101
	Zoning Confirmation Letter	\$ 778	\$ 807
	Advanced Planning Surcharge:		
(Charged on all new construction for building plans (e.g. additions, new buildings), pw/eng, fire permits, and development applications)		0.3% of building valuation	0.3% of building valuation
HOURLY RATES			
	Planning Services	\$ 195	\$ 202
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers (e.g. Consultants) if required to process the specific application.		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES**

1.026

1.037

All City of Seaside planning and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2017/2018		16/17 Adpoted	17/18 Proposed
ENGINEERING DIVISION FEES			
1.0 BUILDING PERMIT PROCESSING- see 4.1c, 9 & 10 for possible add'l fees			
1.1	Plan Review (includes grading, infrastructure, public improvements)		
a	One and Two Family Residential	\$ 74	\$ 77
b	Commercial and Multi-family Residential up to 1 acre- Minimum Deposit of \$281	Actual Cost	Actual Cost
c	Commercial and Multi-family Residential > 1 acre- Minimum Deposit of 5% of Estimated Site Improvement Costs (Outside the building envelope)	Actual Cost	Actual Cost
1.2	Inspection (includes grading, infrastructure, public improvements)		
a	One and Two Family Residential- Minimum Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost
b	Commercial and Multi-family Residential up to 1 acre- Minimum Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost
c	Commercial and Multi-family Residential > 1 acre- Minimum Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost
1.3	GRADING (used for Grading only, otherwise use Site Plan above)		
	*use fees detailed in 1.0		
2.0 ENCROACHMENT PERMIT			
	Plan Check - Standard	\$ 151	\$ 157
	Sewer Connection (each) (incl 2 visits)	\$ 301	\$ 312
	Utility Line Installations (ex. Water,power) - Up to 200 LF (incl 2 visits)	\$ 301	\$ 312
	Utility Line Installations - > 200 LF (each 200 LF)	\$ 225	\$ 233
	Misc. Street Cut/Pothole/Tranch (per 100 Sq Ft)	\$ 225	\$ 233
	Curb/Gutter (per 200 LF)	\$ 225	\$ 233
	Sidewalk (repair and replace) (per 200 LF)	\$ 225	\$ 233
	Driveway (repair and replace) (per opening)	\$ 225	\$ 233
	Right-of-Way Access/Entry (ex. Roofers, scaffolding, temporary construction barrier)	\$ 225	\$ 233
	Right-of-Way Construction/ Portable Unit (per every 2 weeks) - (ex. dumpster, storage bin)	\$ 225	\$ 45
	Traffic Control/ Lane Closure (per set-up and per day of implementation; each set-up requires a separate inspection) - Actual Cost; Minimum \$45	Actual cost	Actual cost
	Encroachment Permit Depositor Bond- (improvements <\$25,000)	\$ 1,000	\$ 1,000
	Public Improvements > \$25,000, 100% cost of public improvements	100%	100%
2.1	Transportation Permit (maximum set by state law)		
	Single Trip	\$ 16	\$ 17
3.0 MAPS			
	(see also Planning Subdivisions for add'l fees; see also 4.2 and 4.3		
	Lot Line Adjustment (includes 2 reviews)- Minimum deposit of \$1200	Actual cost	Actual cost
	Lot Merger (includes 2 reviews)- Minimum deposit of \$1200	Actual cost	Actual cost
	Tentative Parcel Map (up to 4 lots)- Minimum deposit of \$600	Actual cost	Actual cost
	Tentative Subdivision (Tract) Map- Minimum deposit of \$800	Actual cost	Actual cost
	Final Parcel Map (1-4 lots) - Minimum deposit of \$600	Actual cost	Actual cost
	Final Subdivision (Tract) Map- Minimum deposit of \$800	Actual cost	Actual cost
	Map Re-review- Minimum deposit of \$141	Actual cost	Actual cost

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

1.026

1.037

All City of Seaside planning and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2017/2018		16/17 Adpoted	17/18 Proposed
ENGINEERING DIVISION FEES			
4.0 DEVELOPMENT PLAN REVIEW AND INSPECTION			
4.1 Improvement Plan Review			
a Improvement Plan Check (1/2 hr max)		No cost	No cost
b Improvement Plan Check (each additional 1/2 hr)		Hourly Rate	Hourly Rate
c Improvement Inspection (minimum of \$151)		Hourly Rate	Hourly Rate
4.2 Hydrology/ Hydolic Studies Review			
a Hydrology/Hydolic Studies (0-20 acres) - <i>Minimum deposit of \$800</i>		Actual Cost	Actual Cost
b Hydrology/Hydolic Studies (>20 acres)- <i>Minimum deposit of \$1600</i>		Actual Cost	Actual Cost
4.3 Sewer Studies Review			
a Sewer Studies (0-5 units)- <i>Minimum deposit of \$1200</i>		Actual Cost	Actual Cost
b Sewer Studies (>5 units) - <i>Minimum deposit of \$1200</i>		Actual Cost	Actual Cost
4.4 Boarch of Architectual Review - see 9 & 10 for possible add'l fees			
a Residential			
One and Two Family - New Construction		\$ 74	\$ 77
One and Two Family - Addition that adds less than 50% of the structure		\$ 74	\$ 77
Multi-family - New Construction		\$ 151	\$ 157
Multi-family - Addition that adds less than 50% of the structure		\$ 151	\$ 157
b Commercial			
New Construction (includes shell only)		\$ 151	\$ 157
Addition/Remodel that adds less than 50% of the structure		\$ 151	\$ 157
5.0 OTHER FEES			
Encroachment Agreements - <i>Minimum deposit of \$600</i>		Actual Cost	Actual Cost
Abandonment/Vacation (Modifications/Processing) - <i>\$3000 Deposit</i>		Actual Cost	Actual Cost
Board Up Houses		Actual Cost	Actual Cost
Commemorative Sign Application		\$ 54	\$ 54
Monument Placement- <i>Minimum deposit of \$1,500</i>		Actual Cost	Actual Cost
6.0 TRAFFIC ADVISORY			
Traffic Advisory Committee Request		\$ 54	\$ 56
7.0 SEWER SERVICES			
Sewer Line Overflow Response - (<i>Regular Business Hours</i>) Rate plus Materials		\$208.72/hr	\$208.72/hr
(Outside Regular Business Hours) Rate plus Materials		\$449.58/hr	\$449.58/hr
8.0 STREET MAINTENANCE			
Marking Curb - per curb (20 ft maximum length)		\$ 384	\$ 398
Installation of one sign		\$ 384	\$ 398
9.0 STORM WATER			
9.1 STORMWATER CONTROL PLAN- New or Replaced Impervious Surface			
a Pre-review Meeting		\$ 151	\$ 157
b Small Project (includes 2 reviews) - 2,500 - 5,000 Sq Ft.		\$ 301	\$ 312
c Small Project (each additional review) - 2,500 - 5,000 Sq Ft		\$ 74	\$ 77
d Medium Project (includes 2 reviews) - 5,000 - 15,000 Sq Ft- <i>Minimum Deposit \$3600</i>		\$ 600	Actual Cost
e Medium Project (each additional review) - 5,000 - 15,000 Sq Ft-		\$ 151	\$ 157
f Large Project (includes 2 reviews) - > 15,000 Sq Ft- <i>Minimum Deposit \$4800</i>		\$ 1,202	Actual Cost
g Large Project (each additional review) - > 15,000 Sq Ft		\$ 301	\$ 312

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

1.026

1.037

All City of Seaside planning and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2017/2018		16/17 Adpoted	17/18 Proposed
ENGINEERING DIVISION FEES			
h	Inspection of privately maintained post-construction treatment devices	\$ 151	\$ 157
10.0	STORMWATER POLLUTION PREVENTION PLAN(SWPPP) REVIEW AND INSPECTION		
	Storm Water Pollution Prevention (SWPPP) (applies to all development sites) (per wet season)- Minimum Deposit \$450	\$ 450	Actual Cost
	SWPPP Inspections - Minimum Deposit \$281	\$ 301	Actual Cost
11.0	TREE PERMITS		
	(Required on private property for trimming or removal)		
	1-5 trees	\$ 97	\$ 101
	>5 trees- Minimum of \$91, Actual Cost	Actual Cost	Actual Cost
12.0	PLANNING COMMISSION REVIEW-DEVELOPMENT APPLICATIONS		
12.1	AMEDNMENTS		
	General Plan Amendment	\$ 151	\$ 157
	Planned Unit Development Amendment	\$ 151	\$ 157
	Zoning Map Amendment	\$ 151	\$ 157
	Zoning Ordinance (text) Amendment	\$ 151	\$ 157
	Local Coastal Plan Amendment	\$ 151	\$ 157
	Use Permit Amendment	\$ 74	\$ 77
	Minor Use Permit Amendment	\$ 74	\$ 77
	Design Review Amendment	\$ 151	\$ 157
	Tentative Parcel Map Amendment- Minimum deposit \$600	Actual Cost	Actual Cost
	Tentative Subdivision (Tract) Map Amendment- Minimum deposit \$800	Actual Cost	Actual Cost
12.2	APPEALS		
	Planning Commission (from ZA,BAR & Staff interpretation)	\$ 151	\$ 157
	City Council (from Planning Commission)	\$ 151	\$ 157
12.3	VARIANCE		
a	Residential		
	One and Two Family Residential	\$ 74	\$ 77
	Multi-family Residential	\$ 74	\$ 77
b	Commercial		
	Commercial (> 5,000 square feet)	\$ 301	\$ 312
	Minor Commercial (, 5,000 square feet)	\$ 151	\$ 157
13.0	HOURLY RATES		
	Engineering Services	\$ 301	\$ 312
	Engineering Services - after business hours (OT, 2 hour minimum)	New Fee	\$ 302
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES adjusted July 1, 2017

On January 1st of each year, the meter charges and consumption charges will be adjusted according to the increase in the Consumer Price Index for all urban consumers (CPI-U) for San Francisco-Oakland-San Jose, California

2015 Monthly Meter Charges			
Meter Size	Base Charges	Watermaster Fixed Expenses	Total
5/8"	\$15.32	\$10.00	\$25.32
2"	\$119.20	\$10.00	\$129.20
3"	\$215.21	\$10.00	\$225.21

Monthly Consumption Charges (ccf)	
Residential	
Water Consumed (ccf)	Gravity Zone (per unit)
First 4 Units	\$3.87
> 4-10 units	\$8.37
> 10-20 units	\$13.56
> 20-30 units	\$19.35
> 30-40 units	\$26.53
> 40 units	\$34.65

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES adjusted July 1, 2017

Monthly Consumption Charges (ccf)					
Multifamily (per dwelling)		Schools (on a per student basis)		Parks (on a per acre basis)	
Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit
First 4 Units	\$3.87	1 Unit	\$5.69	First 4 Units	\$5.69
> 4-10 units	\$8.37	> 1 - 3 Units	\$8.37	> 4-10 units	\$8.37
> 10-20 units	\$13.56	> 3 - 4 Units	\$13.56	> 10-20 units	\$13.56
> 20-30 units	\$19.35	> 4 - 5 Units	\$19.35	> 20-30 units	\$19.35
> 30-40 units	\$26.53	> 5 - 6 Units	\$26.53	> 30-40 units	\$26.53
> 40 units	\$34.65	> 6 Units	\$34.62	> 40 units	\$34.62

Monthly Consumption Charges (ccf)			
Great Victory Temple Church		Seventh Day Adventist Church	
Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit
First 60 Units	\$5.69	First 14 Units	\$5.69
> 60 - 70 Units	\$8.37	> 14 - 35 Units	\$8.37
> 70 - 80 Units	\$13.56	> 24 - 34 Units	\$13.56
> 80 - 90 Units	\$19.35	> 34 - 44 Units	\$19.35
> 90 - 100 Units	\$26.53	> 44 - 54 Units	\$26.53
> 100 Units	\$34.62	> 54 Units	\$34.62

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES adjusted July 1, 2017

1.026

Water Fees			
Service		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
Reconnection Fees:			
During Business Hours		\$123.00	\$127.55
After Business Hours		\$240.00	\$248.88
Late Fee		\$16.00	\$16.59
Deconstruction of Water Meter		Actual Cost (minimum \$245.52)	Actual Cost (minimum \$254.52)
Removal of Lock (cutting off)		\$101.00	\$104.74
Deconstruction of Curb Stop		Actual Cost (Minimum \$905.40)	Actual Cost (Minimum \$938.9)
Water Meter Testing Charge		\$629.00	\$652.27

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

1.026

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	16/17 Adopted (2.6%)	17/18 Proposed (3.7%)		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
Fee Service	Resident Fees	Resident Fees		Non Resident Fees	Non Resident Fees
Preschool Programs					
Fees per class-- <i>No increase for 17/18</i>	\$8.25	\$8.25		\$10.00	\$10.00
Family - per month					
After School Program					
Individual - per month	\$26.25	\$27.25		\$32.25	\$33.50
Family - per month					
Intersession Day Camp Program					
Full Day - Sports/Day Camp-- <i>No increase for 17/18</i>	\$97.00	\$97.00		\$120.75	\$120.75
3 hours Sports/Day Camp-- <i>No increase for 17/18</i>	\$21.00	\$21.00		\$26.25	\$26.25
1/2 day camp (Playland)-- <i>No increase for 17/18</i>	\$41.75	\$41.75		\$52.25	\$52.25
Youth Sports					
Tennis per class-- <i>No increase for 17/18</i>	\$5.75	\$5.75		\$7.00	\$7.00
Contract Classes Programs					
Classes - subjects, schedules and cost vary depending on community interests, availability of instructors, facilities and materials					
Special Events Programs					
Vendor (Flea Market/Craft)	\$48.25	\$50.00		\$60.25	\$62.50
Commercial-- <i>No increase for 17/18</i>	\$71.00	\$71.00		\$89.00	\$89.00
Facility Rentals - Oldemeyer					
Oldemeyer Auditorium Per hour charge	\$98.50	\$102.25		\$122.75	\$127.25
BBQ Facility-- <i>No increase for 17/18</i>	\$52.25	\$52.25		\$65.50	\$65.50
Deposit due day of center rental-- <i>No increase for 17/18</i>	\$591.25	\$591.25		\$738.75	\$738.75
Alcohol Deposit - 25% non refundable-- <i>No increase for 17/18</i>	\$575.50	\$575.50		\$719.50	\$719.50
VFW - Friday 5-11 pm-- <i>No increase for 17/18</i>	\$374.25	\$374.25		\$467.25	\$467.25
Avenue of Flags - Sunday 5-11 pm-- <i>No increase for 17/18</i>	\$325.50	\$325.50		\$406.50	\$406.50
Facility Rental- Soper					
Soper Field Community Center					
Large Meeting Room (3 hour minimum)	\$52.25	\$54.25		\$65.50	\$68.00
Room Deposit - total-- <i>No increase for 17/18</i>	\$314.00	\$314.00		\$392.50	\$392.50
Non-refundable portion (25%)-- <i>No increase for 17/18</i>	\$78.50	\$78.50		\$98.25	\$98.25
Refundable portion (75%)-- <i>No increase for 17/18</i>	\$235.50	\$235.50		\$294.50	\$294.50
Alcohol Deposit - 25% non refundable-- <i>No increase for 17/18</i>	\$575.50	\$575.50		\$719.50	\$719.50
Private Rental Fees- Oldemeyer					
0-3 hrs. (per hour)-- <i>No increase for 17/18</i>	\$68.00	\$68.00		\$84.75	\$84.75
Every hour over 3 (per hour)-- <i>No increase for 17/18</i>	\$31.25	\$31.25		\$39.25	\$39.25
Seahorse Room Rental					
0-3 hrs. (per hour)-- <i>No increase for 17/18</i>	\$43.75	\$43.75		\$55.00	\$55.00
Every hour over 3 (per hour)-- <i>No increase for 17/18</i>	\$20.00	\$20.00		\$24.50	\$24.50
Seaside Room					
0-3 hrs. (per hour)-- <i>No increase for 17/18</i>	\$43.75	\$43.75		\$55.00	\$55.00
Every hour over 3 (per hour)-- <i>No increase for 17/18</i>	\$20.00	\$20.00		\$24.50	\$24.50
Blackhorse Room/Senior					
0-3 hrs. (per hour)-- <i>No increase for 17/18</i>	\$54.50	\$54.50		\$68.00	\$68.00
Every hour over 3 (per hour)-- <i>No increase for 17/18</i>	\$24.00	\$24.00		\$29.75	\$29.75
Bayonet Room Rental					
0-3 hrs. (per hour)-- <i>No increase for 17/18</i>	\$43.75	\$43.75		\$55.00	\$55.00
Every hour over 3 (per hour)-- <i>No increase for 17/18</i>	\$20.00	\$20.00		\$24.50	\$24.50
Non-profit Organization - applies to all rooms except Laguna	\$29.75	\$30.75		\$37.25	\$38.75
Aquatics Private Rentals-Pattullo Swim Center					
2 hours - up to 50 people-- <i>No increase for 17/18</i>	\$180.00	\$180.00		\$225.00	\$225.00
2 hours - up to 100 people-- <i>No increase for 17/18</i>	\$197.25	\$197.25		\$246.50	\$246.50
2 hours - up to 125 people-- <i>No increase for 17/18</i>	\$233.50	\$233.50		\$291.50	\$291.50
Use of Slide-- <i>No increase for 17/18</i>	\$26.25	\$26.25		\$32.25	\$32.25
Additional 1/2 hour-- <i>No increase for 17/18</i>	\$39.00	\$39.00		\$48.75	\$48.75
Deposit-- <i>No increase for 17/18</i>	\$87.00	\$87.00		\$108.25	\$108.25
NP-Seaside Dolphins Swim Team-- <i>No increase for 17/18</i>	\$21.00	\$21.00		\$26.25	\$26.25
NP-CSUMB-- <i>No increase for 17/18</i>	\$21.00	\$21.00		\$26.25	\$26.25
NP-MPUSD Special Ed. Student-- <i>No increase for 17/18</i>	\$21.00	\$21.00		\$26.25	\$26.25
NP-MCOE Special Ed Student-- <i>No increase for 17/18</i>	\$21.00	\$21.00		\$26.25	\$26.25

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

1.026

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	16/17 Adopted (2.6%)	17/18 Proposed (3.7%)		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
Fee Service	Resident Fees	Resident Fees		Non Resident Fees	Non Resident Fees
Preschool Programs					
Cypress Synchronized Club- <i>No increase for 17/18</i>	\$32.25	\$32.25		\$40.25	\$40.25
Senior Programs					
Senior Theme Lunches (AOA)- <i>same for non-resident-No increase for 17/18</i>	\$4.00	\$4.00		\$4.00	\$4.00
Senior Trips					
Aquatics Programs					
Swim Lessons	\$43.25	\$44.75		\$53.75	\$55.75
Water Exercise / 2 days wk	\$43.25	\$22.50		\$53.75	\$55.75
Water Exercise / 5 days wk	\$68.50	\$34.00		\$85.50	\$88.75
Adult Water Exercise Class Drop-in Rate- <i>No increase for 17/18</i>	\$8.50	\$8.50		\$10.50	\$10.50
Lap Swim					
Adult Drop In- <i>No increase for 17/18</i>	\$5.75	\$5.75		\$7.00	\$7.00
Senior / Military / College Drop-In- <i>No increase for 17/18</i>	\$3.50	\$3.50		\$4.00	\$4.00
Recreation Swim					
Adult Drop In- <i>No increase for 17/18</i>	\$5.75	\$5.75		\$7.00	\$7.00
Senior / College Student / Youth / Military Drop In- <i>No increase for 17/18</i>	\$3.50	\$3.50		\$4.00	\$4.00
Commercial Rental (per hr)- <i>No increase for 17/18</i>	\$104.75	\$104.75		\$130.75	\$130.75
Recreation Swim Card					
Youth Recreation Card (per mo.)- <i>No increase for 17/18</i>	\$15.25	\$15.25		\$18.75	\$18.75
Youth Recreation Card (per Yr.)- <i>No increase for 17/18</i>	\$103.75	\$103.75		\$129.25	\$129.25
Senior/College/Military Card (per mo.)- <i>No increase for 17/18</i>	\$22.50	\$22.50		\$27.75	\$27.75
Senior/College/Military Card (per yr.)- <i>No increase for 17/18</i>	\$134.50	\$134.50		\$168.00	\$168.00
Senior Gold Card (per mo.) for Senior Swim Only- <i>No increase</i>	\$16.75	\$16.75		\$21.00	\$21.00
Senior Gold Card (per yr.) for Senior Swim Only- <i>No increase</i>	\$109.75	\$109.75		\$137.00	\$137.00
Adult Lap Card (per mo.)- <i>No increase for 17/18</i>	\$34.00	\$34.00		\$42.25	\$42.25
Adult Lap Card (per yr.)- <i>No increase for 17/18</i>	\$276.25	\$276.25		\$345.25	\$345.25
Adult Couple / Corporate (per mo.)- <i>No increase for 17/18</i>	\$52.25	\$52.25		\$65.50	\$65.50
Adult Couple / Corporate (per yr.)- <i>No increase for 17/18</i>	\$361.75	\$361.75		\$451.75	\$451.75
Family - up to 4 people / (per mo.)- <i>No increase for 17/18</i>	\$70.00	\$70.00		\$87.50	\$87.50
Family - up to 4 people / (per yr.)- <i>No increase for 17/18</i>	\$471.00	\$471.00		\$588.75	\$588.75
Family - up to 8 people / (per mo.)- <i>No increase for 17/18</i>	\$86.50	\$86.50		\$107.75	\$107.75
Family - up to 8 people / (per yr.)- <i>No increase for 17/18</i>	\$623.25	\$623.25		\$778.75	\$778.75
All military personnel and their families regardless of residency	20% discount	20% discount		20% discount	20% discount
Family discount - siblings residing in same household & enrolling in same activity	20% discount	20% discount		20% discount	20% discount
Park Reservation					
Laguna Grande					
Up to 49 People - BBQ	\$39.75	\$41.25		\$46.25	\$48.00
Cleaning Deposit - 25% is Non Refundable	\$52.25	\$54.25		\$52.25	\$54.25
50-100 People - BBQ	\$65.00	\$67.50		\$71.00	\$73.75
Cleaning Deposit - 25% is Non Refundable	\$89.00	\$92.25		\$89.00	\$92.25
101-150 People - BBQ	\$96.25	\$99.75		\$103.75	\$107.50
Cleaning Deposit - 25% is Non Refundable	\$157.00	\$162.75		\$157.00	\$162.75
Soper Park					
Up to 49 People - Small BBQ	\$39.75	\$41.25		\$46.25	\$48.00
Cleaning Deposit - 25% is Non Refundable	\$52.25	\$54.25		\$52.25	\$54.25
50-100 People - Large BBQ	\$65.00	\$67.50		\$71.00	\$73.75
Cleaning Deposit - 25% is Non Refundable	\$89.00	\$92.25		\$89.00	\$92.25
101-150 People - Entire BBQ Area	\$96.25	\$99.75		\$103.75	\$107.50
Cleaning Deposit - 25% is Non Refundable	\$157.00	\$162.75		\$157.00	\$162.75
Bounce House (each)	\$27.25	\$28.25		\$27.25	\$28.25
Cancellation Fee	\$10.50	\$11.00		\$10.50	\$11.00
Ellis Park-Oldemeyer					
Up to 49 People - BBQ	\$39.75	\$41.25		\$46.25	\$48.00
Cleaning Deposit - 25% is Non Refundable	\$52.25	\$54.25		\$52.25	\$54.25
Bounce House (each)	\$27.25	\$28.25		\$27.25	\$28.25
Metz Park					
Up to 49 People - BBQ	\$39.75	\$41.25		\$46.25	\$48.00
Cleaning Deposit - 25% is Non Refundable	\$52.25	\$54.25		\$52.25	\$54.25
50-100 People - BBQ	\$65.00	\$67.50		\$71.00	\$73.75
Cleaning Deposit - 25% is Non Refundable	\$89.00	\$92.25		\$89.00	\$92.25

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

1.026

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	16/17 Adopted (2.6%)	17/18 Proposed (3.7%)		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
Fee Service	Resident Fees	Resident Fees		Non Resident Fees	Non Resident Fees
Preschool Programs					
Bounce House (each) No Electricity	\$27.25	\$28.25		\$27.25	\$28.25
Metz Basketball Court					
1-4 Hours (per hour)		\$10.00			\$15.00
All-Day Reservation		\$50.00			\$75.00
Cleaning Deposit - 25% is Non Refundable		\$60.00			\$60.00
Ballfield Field Group Usage*					
Facility Use Fee	\$188.50/per day or 1-4 hours \$25.50/hr	\$195.50/per day or 1-4 hours \$26.44/hr		\$188.50/per day or 1- 4 hours \$25.50/hr	\$195.50/per day or 1- 4 hours \$26.44/hr
Cleaning Deposit- nonrefundable 25%	\$157.00	\$162.75		\$157.00	\$162.75
Lighting Fee	\$30.00 per hr	\$30.00 per hr		\$30.00 per hr	\$30.00 per hr
*Facility Use Agreements are needed for Ballfield Field Group Usage with a term no more than 2 years.					

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

		1.026	1.037
		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
FIRE DEPARTMENT FEES			
Annual Hazardous Materials Inspection Permit Fees			
California Fire Code: Annual; Operational Permits		\$ 314	\$ 326
	Amusement Buildings		
	Aviation Facilities		
	Carnivals and Fairs		
	Cellulose Nitrate Film		
	Combustible dust-producing operations		
	Combustible Fibers		
	Covered Mall Buildings		
	Cryogenic Fluids		
	Cutting and Welding		
	Dry Cleaning Plants		
	Exhibits and Trade Shows		
	Explosives		
	Fire Hydrants and Valves		
	Flammable and Combustible Liquids		
	Floor Finishing		
	Fruit and Crop Ripening		
	Fumigation and Thermal Insecticide Fogging		
	Hazardous Materials		
	HPM Facilities (Hazardous Production Materials)		
	High Piled Storage		
	Hot Work Operations		
	Industrial Ovens		
	Lumber Yards and Wood Working Plants		
	Liquid- or gas-fueled vehicles or equipment in assembly buildings		
	LP GAS		
	Magnesium		
	Misc. Combustible Storage		
	Open Burning		
	Open Flames and Torches		
	Open Flames and Candles		
	Organic Coatings		
	Places of Assembly		
	Private Fire Hydrants		
	Pyrotechnic special effects material		
	Pyroxylin plastics		
	Refrigeration equipment		
	Repair garages and motor fuel-dispensing facilities		
	Rooftop heliports		
	Spraying or dipping		
	Storage of scrap tires and tire byproducts		
	Temporary membrane Structures		
	Tire-rebuilding plants		
	Waste handling		
	Wood Products		
Annual Business Fire Safety Inspections (business incl 2 inspections, excluding apartments)			
A	A Occupancies (Per Hour) (ie assembly places)	\$ 243	\$ 252

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

		1.026	1.037
		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
FIRE DEPARTMENT FEES			
B	B Occupancies (Per Hour) - (ie bank, professional office)	\$ 243	\$ 252
E	E Occupancies (Per Hour) - (ie educational)	\$ 243	\$ 252
		\$ -	\$ -
F	F Occupancies (Per Hour) - (ie Factory)	\$ 484	\$ 502
H	H Occupancies (Per Hour) - (ie High Hazard)	\$ 484	\$ 502
I	I Occupancies (Per Hour) - (ie Institutional)	\$ 484	\$ 502
M	M Occupancies (Per Hour) - (ie market, department or drug store)	\$ 243	\$ 252
R-2	R-2 Occupancy (Per Hour) (ie Res Permanent 2+) 4 or less units	\$ 243	\$ 252
	5-20 units	\$ 243	\$ 252
	21-50 units	\$ 484	\$ 502
	> 50 units; each additional 50 units	\$ 645	\$ 669
S	S Occupancies (Per Hour) - (ie Storage)	\$ 484	\$ 502
U	U Occupancies (Per Hour) - (ie Accessory; Private Garage, Agriculture building, etc)	\$ 243	\$ 252
	Re-Inspection (after initial and first reinspection)	\$ 161	\$ 167
Licensed Care Facilities			
	Pre-Inspection	\$ 81	\$ 84
	Licensed Care Facility (7-49) (State and County License Mandated)	\$ 243	\$ 252
	Licensed Care Facility (50+) (State and County License Mandated)	\$ 484	\$ 502
NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS			
	Contract fire plan check		
	Commercial Uses - Structural (All newly constructed, added, or <u>structurally remodeled</u> space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	500	\$ 161	\$ 167
	2,000	\$ 323	\$ 335
	5,000	\$ 484	\$ 502
	10,000	\$ 645	\$ 669
	25,000	\$ 807	\$ 837

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

		1.026	1.037
		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
FIRE DEPARTMENT FEES			
	Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule) (ie mixed use, hotel, motel, condo, apartment)		
	Square Footage:		
	1,000	\$ 243	\$ 252
	5,000	\$ 323	\$ 335
	10,000	\$ 484	\$ 502
	50,000	\$ 807	\$ 837
	100,000	\$ 1,132	\$ 1,174
	Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 160	\$ 166
	600	\$ 160	\$ 166
	1,000	\$ 242	\$ 251
	1,500	\$ 242	\$ 251
	2,000	\$ 321	\$ 333
	Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)		
	Square Footage:		
	500	\$ 161	\$ 167
	2,000	\$ 323	\$ 335
	5,000	\$ 484	\$ 502
	10,000	\$ 645	\$ 669
	25,000	\$ 807	\$ 837
	Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the structure is not altered)		
	Square Footage:		
	500	\$ 161	\$ 167
	2,000	\$ 323	\$ 335
	5,000	\$ 484	\$ 502
	10,000	\$ 645	\$ 669
	25,000	\$ 807	\$ 837
	One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes the model home or a custom home project)		
	Square Footage:		
	1,000	\$ 161	\$ 167

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

		1.026	1.037
		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
FIRE DEPARTMENT FEES			
	2,500	\$ 161	\$ 167
	4,000	\$ 323	\$ 335
	6,000	\$ 323	\$ 335
	8,000	\$ 404	\$ 419
	Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 161	\$ 167
	600	\$ 161	\$ 167
	1,000	\$ 161	\$ 167
	1,500	\$ 161	\$ 167
	2,000	\$ 161	\$ 167
	Fire Plan Review (Per Hour)	\$ 161	\$ 167
FIRE INSPECTIONS			
	Fire Hydrant Underground System/Per Fire Hydrant (incl 2 hydrants)	\$ 161	\$ 167
	Each Additional Hydrant	\$ 81	\$ 84
	Fire Hydrant - Use Permit	\$ 161	\$ 167
	Fire Sprinkler Commercial Aboveground	\$ 484	\$ 502
	Fire Sprinkler Commercial Underground	\$ 484	\$ 502
	Standpipes	\$ 484	\$ 502
	Standpipes - Each additional outlet	\$ 41	\$ 43
	Supression System - Hood	\$ 323	\$ 335
	Supression System - Agents	\$ 323	\$ 335
	Fire Extinguishing System Installation (incl hood,duct,agents)	\$ 484	\$ 502
	Fire Pump Installations	\$ 807	\$ 837
	Certificate of Occupancy		
	Development < 2K sq ft	\$ 243	\$ 252
	Development 2K - 10K sq ft	\$ 484	\$ 502
	Development > 10K sq ft	\$ 645	\$ 669
Special Permits			
	Fireworks Stand Inspection	\$ 161	\$ 167
	Fireworks Booth Application Fee	\$ 161	\$ 167
	Christmas Tree Lot/ Pumpkin Patch	\$ 161	\$ 167
Tent Permits			
	201 to 400 square feet	\$ 161	\$ 167
	401 to 1500 square feet	\$ 161	\$ 167
	1501 - 15,000 square feet	\$ 161	\$ 167
	15,001 - 30,000 square feet	\$ 161	\$ 167
	> 30,000 square feet	\$ 161	\$ 167
Automatic Fire Sprinkler:			
	Inspections/New Systems/Repair		

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

		1.026	1.037
		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
FIRE DEPARTMENT FEES			
	0-5,000 s.f.	\$ 484	\$ 502
	5,001-15,000 s.f.	\$ 807	\$ 837
	15,001-30,000 s.f.	\$ 1,132	\$ 1,174
	> 30,001 s.f. (each additional 10k s.f.)	\$ 807	\$ 837
Fire Alarm Systems:			
	Inspections/New Systems/Repair/Alterations		
	0 - 5,000 s.f.	\$ 484	\$ 502
	5,001 - 15,000 s.f.	\$ 807	\$ 837
	15,001 - 30,000 s.f.	\$ 1,132	\$ 1,174
	> 30,0001 s.f. (each additional 10K s.f.)	\$ 807	\$ 837
Fire False Alarm Response			
	Fire False Alarm Response (Eng, truck, Bat Chief)	\$ 243	\$ 252
	Drug/DUI/Hazmat Incident Response		
	Fire Department Equipment Costs: <i>(placeholder for MFS - not analyzed as part of this scope)</i>		
	Administration Vehicle - per hour		
HOURLY RATEs			
	Fire Hourly Rate	\$ 161	\$ 167
	Enginer Company - hourly rate	\$ 484	\$ 502
	Copy Service - per page	\$ 0.10	\$ 0.10
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

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

1.026

1.037

		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
POLICE DEPARTMENT FEES			
RECORDS, DOCUMENTS AND SPECIAL SERVICES			
	Accident reports (online service)	\$ 16	\$ 17
	Accident reports	\$ 40	\$ 41
	Police Report - per PRA		
	DVD/CD Copy	\$ 32	\$ 33
	Record check clearance letter without record	\$ 16	\$ 17
	Record check clearance letter with record	\$ 40	\$ 41
		\$ -	\$ -
	U-Visa Request	\$ 106	\$ 110
	Sworn		
	Non-sworn		
	Outside Agency CLETS Entry (statewide database)	\$ 47	\$ 49
	Outside Agency background request	\$ 16	\$ 17
	Outside Agency background request - other City jurisdiction	\$ 16	\$ 17
	Firearms Storage Fee	\$ 286	\$ 297
	Adult Arrest Sealing Request	\$ 143	\$ 148
	Building Security Services (secure building after a burglary)	\$ 343	\$ 356
	Sworn		
	Non-Sworn		
ALARMS / DISTURBANCE			
Alarm Use Permit			
	Residential new application	\$ 97	\$ 101
	Sworn		
	Non-Sworn		
	Residential annual renewal fee		
	Non-Sworn	\$ 32	\$ 33
	Commercial new application	\$ 97	\$ 101
	Sworn		
	Non-Sworn		
	Commercial annual renewal fee		
	Non-Sworn	\$ 32	\$ 33
False Alarm Assessment			
	First Alarm Response	\$ 164	\$ 170
	Sworn (2 units)		
	Non-sworn		
	Second Response	\$ 164	\$ 170
	Sworn		
	Non-sworn		
	Each Additional Response	\$ 164	\$ 170
	Sworn		
	Non-sworn		

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

1.026

1.037

		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
POLICE DEPARTMENT FEES			
	Response to Peace Disturbance		
	First Response	\$ 164	\$ 170
	Sworn		
	Non-sworn		
	Second Response	\$ 164	\$ 170
	Sworn		
	Non-sworn		
	Each Additional Response	\$ 164	\$ 170
	Sworn		
	Non-sworn		
VEHICULAR			
	Equipment Violation, re-inspection (written by SPD)	\$ 12	\$ 12
	Equipment Violation, re-inspection (written by non SPD)	\$ 12	\$ 12
	Parking Citation Admin Review		
	Sworn	\$ 25	\$ 26
	Parking Citation Hearing (appeal)		
	Sworn	\$ 74	\$ 77
	Vehicle Abatement		
	Per vehicle	\$ 195	\$ 202
	Sworn		
	Non-sworn		
	Vehicle Abatement Appeal	\$ 95	\$ 99
	Impound Vehicle Release Fee (30 day hold) - no license)	\$ 195	\$ 202
	Sworn		
	Non-sworn		
	Impound Vehicle Release Fee	\$ 171	\$ 177
	Sworn		
	Non-sworn		
	Impound Release - repo fee Regulated by State. Do Not Increase	\$ 15	\$ 16

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

1.026

1.037

		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
POLICE DEPARTMENT FEES			
EMERGENCY RESPONSE			
	DUI Incident Recovery	\$ 295	\$ 306
	DUI Accident/Hazmat Incident/Emergency Response Recovery Hourly Rates (Full Cost Recovery)	\$ 148	\$ 153
REGULATORY PERMITS			
	Tow Service Provider Application (annual) sworn non-sworn	\$ 417	\$ 432
	Vending Vehicles-new sworn non-sworn	\$ 53	\$ 55
	Vending Vehicles-renewal sworn non-sworn	\$ 53	\$ 55
	Massage Establishment/Technician-new sworn non-sworn	\$ 90	\$ 93
	Massage Establishment/Technician-renewal sworn non-sworn	\$ 90	\$ 93
	Solicitor-new sworn non-sworn	\$ 61	\$ 63
	Solicitor-renewal sworn non-sworn	\$ 61	\$ 63
	Pawn/Secondhand/Junk-new sworn non-sworn	\$ 467	\$ 484
	Pawn/Secondhand/Junk-renewal sworn non-sworn	\$ 467	\$ 484
	Live Entertainment/Dance (special event) sworn non-sworn	\$ 61	\$ 63

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

1.026

1.037

		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
POLICE DEPARTMENT FEES			
	Firearms-new sworn non-sworn	\$ 467	\$ 484
	Firearms-renewal sworn non-sworn	\$ 467	\$ 484
	ABC Permit Review sworn non-sworn	\$ 97	\$ 101
	Taxi Driver Permit (annual)	\$ 24	\$ 25
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT - ANIMAL SERVICES FEES

1.026 1.037

		16/17 Adopted (2.6%)	17/18 Proposed (3.7%)
POLICE DEPARTMENT - ANIMAL SERVICES			
ANIMAL CONTROL SERVICES			
Dog License Fee			
Unaltered - Resident:			
7 months		\$ 48	\$ 50
13 months		\$ 48	\$ 50
25 months or more		\$ 48	\$ 50
Altered- Resident:			
7 months		\$ 24	\$ 25
13 months		\$ 24	\$ 25
25 months or more		\$ 24	\$ 25
Unaltered - Senior Citizen (65 years and older)			
7 months		\$ 48	\$ 50
13 months		\$ 48	\$ 50
25 months or more		\$ 48	\$ 50
Altered - Senior Citizen (65 years and older)			
7 months		\$ 11	\$ 11
13 months		\$ 11	\$ 11
25 months or more		\$ 11	\$ 11
Late Filing Fee		\$ 7	\$ 7
Replacement of Lost Dog Tag		\$ 7	\$ 7
License Transfer Fee		\$ 7	\$ 7
Animal Impound Fines			
Licenced		\$ 53	\$ 55
Unlicensed		\$ 81	\$ 84
2nd Offense (all)		\$ 108	\$ 112
3rd or more offense (all)		\$ 215	\$ 223

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING
THE 2017-2018 FEE SCHEDULE OF THE CITY OF SEASIDE**

WHEREAS, the City Council of the City of Seaside has considered the Proposed 2017-2018 Fee Schedule; and

WHEREAS, the City Council has made any desired modifications to the Proposed 2017-2018 Fee Schedule.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside adopts the 2017-2018 Fee Schedule. Fee increases will be effective July 15, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of June, 2017 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton, City Clerk
City of Seaside



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Robert Jackson, Police Chief

DATE: June 15, 2017

SUBJECT: **CONSIDER A RESOLUTION APPROVING THE PURCHASE OF BODY WORN CAMERAS, THE REPLACEMENT OF CONDUCTIVE ELECTRICAL WEAPONS AND IMPLEMENT EVIDENCE.COM CLOUD DATA STORAGE FOR THE SEASIDE POLICE DEPARTMENT, USING A SOLE SOURCE VENDOR AGREEMENT WITH AXON (FKA TASER), FOR A TOTAL FIVE YEAR COST OF \$315,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT.**

PURPOSE

The purpose of this item is to provide the Seaside City Council with an opportunity to consider the purchase of Body Worn Camera's (BWC's); to replace the Seaside Police Department's Conductive Electrical Weapons (CEW's); and implement Evidence.com cloud data storage for the Seaside Police Department using a sole source vendor agreement with Axon (fka TASER).

RECOMMENDATION

It is recommended that the City Council receive the report and approve the agreement and adopt a resolution authorizing the purchase, approving the agreement with Axon, and authorizing the City Manager to sign the agreement.

BACKGROUND

Video recorders and digital cameras have been useful tools in the law enforcement profession for some time. The concept of recording police-citizen encounters for law enforcement use first developed with the implementation of in-car cameras.

Initially, in-car cameras were installed to document interactions with individuals suspected of driving under the influence, with the recording providing supporting evidence needed for conviction. Over time, law enforcement found that in-car cameras had numerous additional

benefits, such as increased officer safety, documentation of traffic violations, documentation of officer/citizen behavior, and other events. The Department and other agencies using in-car cameras found that the audio/video recordings reduced court time and prosecutor burden, reduced the number/length of internal investigations, reduced frivolous lawsuits, and increased the likelihood of successful prosecution.

Law enforcement also found that in-car cameras are limited in their field of vision and range of audio recording. In-car cameras are of little or no assistance for the officer on foot patrol, or the officers who are engaged in investigations or interactions beyond the transmission range of the officer's vehicle.

Body Worn Cameras

A body worn camera (BWC) is a small electronic device that is worn by an officer in order to audio and video-record the officer's official interaction with the public.

BWC's are promoted to improve accountability and transparency in police/civilian interactions. Many law enforcement agencies use BWC's to enhance their in-car camera capabilities and to better document their officer's interactions with victims, witnesses, and others during police-citizen encounters, at crime and incident scenes, and during traffic stops.

In many instances, police agencies have found BWC's useful for officers in the resolution of administrative and criminal complaints, and as a defense resource in cases of civil liability. Officers using the BWC recordings typically have a clearly documented, firsthand, objective account of what was said and done during an incident in question, within the scope of the BWC.

BWC have also proven to be effective in helping agencies evaluate police officer performance and training.

In spite of their vast utility, BWC are not a cure-all for law enforcement. Audio and video recordings may not provide a full perspective of an incident. A BWC does not follow an officer's eyes, so it may not capture everything that the officer saw or heard, depending on where the camera is mounted, where the officer is looking and what the camera is pointed at. BWC's only record in 2-D and may record at higher or lower illumination than the human eye sees. Nor are tactile perceptions caught on video.

BWC can also be used for improper purposes that are counter to or inconsistent with a departments' mission, or in ways that are contrary to federal, state or local laws. It is imperative that policies with strict control and management of BWC operations and recordings are established to ensure the chain of custody where information of evidentiary value is obtained, and that recordings are used to their fullest advantage for training and other purposes.

There are several critical components to be considered in determining which cameras to select.

- **Simplicity:** The equipment should be unobtrusive (yet clearly visible to the subject), easy to wear, durable and above all else, easy to use.
- **Battery life:** How much recording our officers are likely to make before they can return the recorder for recharging or battery replacement.
- **Wearability:** Where will the camera be worn? Head, shoulder or chest (body) worn.
- **Assignment:** Personal issue vs Pool issue
- **Training:** The method and process for demonstrating the equipment and training the

users.

- Equipment storage: How and where will the equipment be stored, secured and issued?
- Integration: Technology must be able to integrate to improve effectiveness, efficiency and evolution of services provided.
- Management: Ease of uploading, storing and managing the footage in a safe, secure and easy to access site. It is also essential a sound business process is developed and assigned to a designated individual with the SPD with the appropriate skills.
- Internal readiness: Can our IT infrastructure handle the management and storage of the data?
- Security: How is the audio/video downloaded? Can it be readily determined if the video has been altered or modified? Is the storage system compliant with best practices/mandated security protocols?
- Warranty: In addition to durability, BWC devices, data storage, and the automated tools related to data management are rapidly evolving and are quickly outdated. The cost to replace and/or update equipment can be cost prohibitive.

The success of a BWC system means getting it right from the start by incorporating a product that officer's and staff not only have psychological confidence in, but a product that has already demonstrated a uniform quality, credibility and experience, and has already been proven in the criminal justice system.

DISCUSSION

To date, law enforcement is collecting more data than ever before. Agencies (and their servers) are already overwhelmed in their efforts to cost-effectively collect, transfer, integrate, manage, retrieve, transcribe, copy, redact, store and secure required data. Adding BWC audio/video recordings will increase this workload exponentially. The retrieval, inspection, redaction, copying and handling of the file from which the audio/video copy is extracted is labor intensive. Redaction of sensitive materials is one of the most urgent needs for police departments adopting BWC's.

Many law enforcement agencies, having implemented BWC's and found that Public Record Requests (PRR's) for BWC content have increased workloads significantly. Traditional redaction to blur faces and license plates is only a first step. Sensitive identifying information can take on more subtle forms in both visual and audio streams, including, for example, a logo on a shirt, or contextual cues that indicate specific locations.

This requires someone to review all audio/video recordings before the recordings can be released, and to redact any protected information.

Workload and Privacy

To properly fulfill PRR's, agencies must make sure that the redacted video is "perfect," without a single missed frame. BWC footage may feature civilians who do not want the recordings of themselves shared, and/or certain interactions may not be released lawfully, such as recordings of intimate interactions taken inside someone's home that captures images/statements of

juveniles, domestic assault victims, sexual assault victims, etc.

There is a fine line between video being under- and over-redacted, which creates concerns about transparency. It is difficult to achieve the proper and lawful redaction balance when the requested videos often involve multiple objects entering and exiting the frame as the officer wearing the camera moves.

The number of Public Record Requests will vary, based upon the number and type of incidents. A conservative estimate projects the SPD will receive one Public Records Request per month for audio/video recordings.

Based upon current staffing levels, it is estimated the SPD will produce an average of 20 hours of video per day (which equates to 140 hours of video per week, or 7,280 hours per year). This does not include special events or unforeseen incidents that necessarily increase staffing/personnel needs.

Based upon various studies and information obtained from agencies that have implemented a BWC system, it takes 120 hours of personnel time to review, redact, copy and make available one audio/video record request. This conservative estimate equates to 1,440 hours of personnel hours needed annually to process SPD audio/video public records requests. This does not include management hours necessary for criminal justice matters, training, etc.

Therefore, implementing a BWC system will require an additional full time, non-sworn person to manage the programs, with an estimated annual cost of \$90,000 for salary and benefits.

Digital Evidence Storage, Retrieval and Security

Security is possibly the most important concern regarding data management.

Departments that elect to store data onsite locally must purchase its own data storage system and store, retrieve, and share the video evidence, as well as develop the means to address chain-of-custody policies and laws of evidence.

Some manufacturers provide cloud-based storage. Agencies that choose cloud-based storage typically have the option of paying by the amount of storage space that is used or paying on a per-officer/camera basis.

As with many agencies deploying a BWC program, the City of Seaside does not have the IT infrastructure, or bandwidth capabilities to manage the flood of digital evidence that BWC's bring, or to manage the security, compliance, maintenance, upgrades, and scalability.

This leaves using a third-party vendor for storage and management of SPD audio/video data.

The International Association of Chiefs of Police (IACP) has developed specific guidelines that departments should consider when contracting with third-party vendors for cloud-based data storage. Selected key issues include: the vendor's system should be compliant with the FBI's Criminal Justice Information Services Policy (CJIS); the department should retain ownership of the data; the vendor should be prohibited from mining or sharing data without consent from the agency; and the agency should be permitted to conduct audits of the vendor's clouds system.

Conductive Energy Weapons (CEW's)

A conductive energy weapon (CEW) (aka electronic control device (ECD) and electronic incapacitation devices (EID)) represent less than lethal devices that emit an electric charge through barbed prongs in order to subdue an assailant. The assailant's central nervous system is overridden with low voltage, high amperage energy that temporarily incapacitates the body by causing involuntary muscle contractions. The two most command brands for these weapons are Axon (fka Taser) and Phazzer.

The average life expectancy of a CEW is five years. In 2014 the SPD transitioned from a Taser brand CEW to a Phazzer brand CEW. Officers have requested the department transition back to the Taser brand (kna Axon) CEW.

As a returning customer, and in conjunction with the purchase of BWC's, the Evidence.com Data Management System, and the CAD Integration, the sole source agreement with Axon bundles the price of the CEW, reducing the CEW cost by approximately 60%, saving more than \$28,000.

It is important to note that by bundling the Axon CEW with the Axon BWC, any activation of the CEW will automatically activate any Axon Camera within approximately 30-50 feet. No other CEW is able to do this.

Evidence.com Data Management System

Evidence.com is a data management solution provided by AXON (fka Taser) that incorporates "Smart Tracker" technology. This technology allows agencies to pick and choose any object to track in a video, and automatically redact faces and objects. Smart Tracker technology also offers a "review and edit" stage for processed redactions whereby the SPD can also include audio redactions, and change the blur levels to align with our policies.

The Monterey County District Attorney's Office currently uses Evidence.com to store and manage its data evidence, in part due to Evidence.com's ability to maintain the original piece of video evidence during the workflow that includes a well-documented audit trail of the steps taken during the redaction process to preserve the chain of custody.

The City of Seaside utilizes the Monterey County Emergency 9-1-1 Regional Communications Center (Center) for all emergency and non-emergency calls for service. Center uses Computer Aided Dispatch (CAD) technology for its call taking and incident data management platform.

Evidence.com is able to integrate information from Center's CAD, and the SPD's Records Management System (RMS) and tie it to videos stored on Evidence.com. No CAD or RMS vendor involvement is necessary. Instead, Axon engineers will work with Seaside and Monterey County IT staff to integrate CAD and RMS systems with Evidence.com. Once completed, the integration requires minimal maintenance.

A CAD and RMS that is integrated with our audio/video data management system is invaluable. Video evidence must be logged to be found. This means busy officers must manually tag videos with metadata so that the video can be located. Manually tagging a video takes up to 3 minutes of an officer's time. If an officer records 5 videos per shift and works 16 shifts per month, that means each officer spends approximately 4 hours per month entering metadata. Inevitably videos will be tagged with incorrect information, or possibly not even tagged at all. CAD/RMS integration automates the process, taking human error out of the

equation, and helps put officers back out on the streets.

Axon will provide unlimited Axon/Evidence Mobile video storage at Evidence.com for free, and will provide 40GB per camera of non-Axon digital evidence storage for free

Analysis

The Seaside Police Department (SPD) seeks to continually find new technologies that improve police services and strengthen its policing legitimacy in the eyes of our community.

Balancing the benefits and drawbacks of BWC's is not an easy task or decision, and the decision to equip the SPD with cameras should not be made lightly. Once deployed, it is almost impossible to scale back, divert funding, or have second thoughts.

The SPD has been considering and researching the feasibility of BWC's for patrol officers since 2013, and determined that there are a number of manufacturers and variations of BWC's available that provide reliable hardware, including hardware that can be clipped onto the officers uniform, worn as an earpiece, worn on a headband or harness, a device that is attached to glasses.

There are even fewer vendors that provide a data storage and management platform, in addition to the preferred hardware, warranties and pricing modules.

There is only one vendor that provides the goods and services with a scalable, secure, and reliable solution that optimizes the ingestion of enormous data, management, retrieval and sharing processes, that meet CJIS requirements, that integrates with CAD/RMS, and that integrates with Evidence.com. That vendor is Axon.

Sole Source Procurement

Sole source procurement is a legal and accepted procurement practice for the City of Seaside when certain conditions are met, especially for procuring highly sophisticated technology.

Axon meets the City of Seaside conditions as a sole source provider as Axon is the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

AXON provides a full-featured body camera platform that includes digital evidence management. The SPD has not been able to find another vendor to reliably deliver a combination of: point-of-view recording, a minimum 12-hour battery, automatic triggers, a dock and walk workflow, a full-featured SaaS ecosystem featuring a prosecutor platform, forensic auditing, automated redaction, public disclosure tools, an API toolkit, and unlimited storage...bundled with a CEW replacement package as part of their offering, CAD/RMS integration, and a recommendation from the Monterey County District Attorney's Office to utilize Evidence.com for the SPD's evidentiary data storage and management.

Policies

The SPD currently contracts with Lexipol for its law enforcement policies. Lexipol is

America's leading provider of policy management resources for law enforcement organizations as it provides comprehensive, defensible policies, based on federal and state statutes, case law and law enforcement best practices, written by legal and public safety professionals. Lexipol also provides the SPD with policy management services that includes constant monitoring and reviewing of government legislation and case decision, and then providing timely notification and updates of those changes.

Attached are the SPD's Lexipol created policies and best practices pertaining to audio and video recordings. The SPD's labor associations will also have the opportunity to meet and discuss on any concerns or issues, prior to the implementation of the BWC's.

LEGAL REVIEW

The Seaside City Attorney and Risk Management will review all agreements/contracts to form, prior to signing and implementation.

FISCAL IMPACT

The five-year purchase price for 40 BWC's, 40 CEW's, various aftermarket items and training is approximately \$308,000. Axon has agreed to amortize the costs over five years, interest free, as follows:

- FY 17/18: \$88,798 (includes tax and shipping), plus \$10,000 for 3 additional training days, and miscellaneous costs.
- FY 18/19: \$54,720
- FY 19/20: \$54,720 – Free camera upgrade at 30 months
- FY 20/21: \$54,720
- FY 21/22: \$54,720 – Free camera upgrade at 60 months

The total five-year cost for the hardware, software, training and miscellaneous items is approximately \$318,000. If approved, each year's cost will be incorporated into the corresponding SPD's Fiscal Year General Fund Budget.

If approved, there will be (1) full-time, non-sworn person to manage the programs and public record requests. On April 6, 2017, the City council approved a cost neutral Police Department reorganization which included an additional Police Services Assistant to manage this program. These costs are included in the Proposed 2017/2018 Budget and going forward the costs will also be incorporated into the corresponding SPD's Fiscal Year General Fund Budget.

The following chart projects each Fiscal Year's approximate total cost, including estimated personnel costs;

YEAR	AXON COSTS	AXON EVIDENCE MOBILE STORAGE	MISC COSTS	PERSONNEL COSTS	ESTIMATED TOTAL
FY 17/18	\$63,500	-0-	\$10,000	\$90,000	\$163,500
FY 18/19	\$54,720	-0-	-0-	\$95,000	\$150,000
FY 19/20	\$54,720	-0-	-0-	\$100,000	\$155,000
FY 20/21	\$54,720	-0-	-0-	\$105,000	\$160,000
FY 21/22	\$54,720	-0-	-0-	\$110,000	\$165,000

\$90,000 costs for fiscal year 2017/2018 are included in the Proposed Budget for 2017/2018.

ATTACHMENTS

1. Attachment A
2. Attachment B
3. Attachment C
4. Attachment D
5. Attachment E
6. Attachment F
7. Attachment G
8. Attachment H
9. Attachment I

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ATTACHMENT A

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Nick Borges
8317600963
(831) 899-6297
nborges@ci.seaside.ca.us

Quotation

Quote: Q-112052-1

Date: 4/21/2017 1:19 PM

Quote Expiration: 6/30/2017

Contract Start Date*: 7/1/2017

Contract Term: 5 years

AX Account Number:

107738

Bill To:
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

Ship To:
Nick Borges
Seaside Police Dept. - CA
440 Harcourt Avenue
Seaside, CA 93955
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 17,960.00	USD 0.00	USD 17,960.00
40	11532	FLEX 2 CONTROLLER	USD 150.00	USD 6,000.00	USD 0.00	USD 6,000.00
40	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
7	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00	USD 28,512.00	USD 19,008.00
40	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
40	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Total Before Discounts:						USD 91,890.00
Year 1 Discount:						USD 28,512.00
Year 1 Net Amount Due:						USD 63,378.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
40	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Total Before Discounts:						USD 54,720.00
Year 2 Net Amount Due:						USD 54,720.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
40	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Total Before Discounts:						USD 54,720.00
Year 3 Net Amount Due:						USD 54,720.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
40	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Total Before Discounts:						USD 54,720.00
Year 4 Net Amount Due:						USD 54,720.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
40	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 7,200.00	USD 0.00	USD 7,200.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Total Before Discounts:						USD 54,720.00
Year 5 Net Amount Due:						USD 54,720.00

Group6

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11532	FLEX 2 CONTROLLER	USD 150.00	USD 300.00	USD 0.00	USD 300.00
2	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Group6 Total Before Discounts:						USD 300.00
Group6 Net Amount Due:						USD 300.00

Subtotal	USD 282,558.00
Estimated Shipping & Handling Cost	USD 419.64
Estimated Tax	USD 24,505.08
Grand Total	USD 307,482.72

Flex 2 Pre-Orders

- Flex 2 deliveries are estimated to begin December 2016. Your Axon representative will contact you to provide a delivery window early December 2016.
- Flex 2 is subject to FCC rules and will comply with the appropriate rules before delivery.

Signal Performance Power Magazine (SPPM) Pre-order

Thank you for your interest in the Signal Performance Power Magazine (SPPM). This pre-order is a commitment to purchase the SPPM. The SPPM is available for delivery starting in November 2016. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-112052-1

Please sign and email to Tanner McCormick at tmccormick@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Axon Enterprise, Inc.*Protect Life.*

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Nick Borges
 8317600963
 (831) 899-6297
 nborges@ci.seaside.ca.us

**Quotation****Quote:** Q-112046-1**Date:** 4/21/2017 1:13 PM**Quote Expiration:** 6/30/2017**Contract Start Date*:** 7/1/2017**Contract Term:** 5 years**AX Account Number:**

107738

Bill To:
 Seaside Police Dept. - CA
 440 Harcourt Avenue
 Seaside, CA 93955
 US

Ship To:
 Nick Borges
 Seaside Police Dept. - CA
 440 Harcourt Avenue
 Seaside, CA 93955
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tanner McCormick	480-905-2000	tmccormick@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 17,960.00	USD 0.00	USD 17,960.00
40	11532	FLEX 2 CONTROLLER	USD 150.00	USD 6,000.00	USD 0.00	USD 6,000.00
40	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 245.00	USD 0.00	USD 245.00
7	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 10,465.00	USD 0.00	USD 10,465.00
7	80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 47,520.00	USD 28,512.00	USD 19,008.00
40	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Total Before Discounts:						USD 84,690.00
Year 1 Discount:						USD 28,512.00
Year 1 Net Amount Due:						USD 56,178.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2 Total Before Discounts:						USD 47,520.00
Year 2 Net Amount Due:						USD 47,520.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3 Total Before Discounts:						USD 47,520.00
Year 3 Net Amount Due:						USD 47,520.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4 Total Before Discounts:						USD 47,520.00
Year 4 Net Amount Due:						USD 47,520.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 47,520.00	USD 0.00	USD 47,520.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5 Total Before Discounts:						USD 47,520.00
Year 5 Net Amount Due:						USD 47,520.00

Group6

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2	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
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2	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Group6 Total Before Discounts:						USD 300.00
Group6 Net Amount Due:						USD 300.00

Subtotal	USD 246,558.00
Estimated Shipping & Handling Cost	USD 419.64
Estimated Tax	USD 21,355.08
Grand Total	USD 268,332.72

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- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
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for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-112046-1

Please sign and email to Tanner McCormick at tmccormick@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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ATTACHMENT B



MASTER SERVICES AND PURCHASING AGREEMENT

between

AXON ENTERPRISE, INC.

and

Seaside Police Dept. - CA

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Seaside Police Dept. - CA, (**Agency, Party** or collectively **Parties**) having its principal place of business at 440 Harcourt Avenue Seaside, CA 93955, is entered into as of September 29, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #Q-112052 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

- 1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

- 1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives Axon written notice of termination within sixty (60) days prior to the end of a one (1) year period.

- 1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

- 2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.



"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between Axon's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of Axon's reasonable control.

"Services" means all services provided by Axon pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing Axon written notice of rejection within 10 days of shipment. Failure to notify Axon within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.



For Axon Interview Room purchases only: For Axon Interview Room Products, the following warranties apply:

Hardware	Warranty Period
Axis Products	3 years
POS-X Touch Panel	3 years
Industrial Computer Servers	2 years
Louroe Products	1 year
Cisco Switch	1 year
HP Switch	1 year
Broadberry	3 years

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the Evidence.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period



of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

- 8 **Product Warnings.** See our website at www.axon.com for the most current product warnings.
- 9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.
- 13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.
- Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.
- 14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

For Cradlepoint purchases only: The Agency is responsible for complying with the Cradlepoint end

user license agreement. The Agency acknowledges that the term of the Cradlepoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that Cradlepoint installation services are not within the scope of this Agreement.

15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **General.**

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All Axon Pricing is considered confidential and competition sensitive.

- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as



part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

16.11 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY:

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Seaside Police Dept. - CA

Signature: _____
Name: _____
Title: _____
Date: _____

Address: 440 Harcourt Avenue Seaside, CA 93955

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device. For use of Totally Unlimited Evidence.com Licenses Axon reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of



the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration Setup Axon View on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. Work with IT to install Evidence Sync software on locked-down computers (if applicable). For the Full Service Package: One on-site session Included For the Starter Package: Virtual Assistance Included
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. For Full Service: On site Assistance Included For the Starter Package: Virtual Assistance Included
Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
Best practice implementation planning session—1 on-site session to: (only included in Full Service Package) Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions (only included in Full Service Package) 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, Axon's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
2. **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
3. **Delivery of Services.**
- 3.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
5. **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
6. **Acceptance Checklist.** Axon will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Checklist for approval and signature. If Axon does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at Axon's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

5.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If the Agency purchased Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. Axon will not and has no obligation to provide the free Upgrade Models.

6.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

6.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

- 6.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

Axon Integration Services Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the [Evidence.com](https://evidence.com) services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the [Evidence.com](https://evidence.com) services based on data already maintained in the Agency's RMS. Axon is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.
4. **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of

remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the [Evidence.com](#) services at no additional charge as long as the Agency maintains [Evidence.com](#) subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

4.2 Changes to Services. Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3 Warranty. Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 Acceptance. Axon will present Agency with a completed Checklist (**Checklist**) certifying Axon's completion of the Integration Services. If Agency reasonably believes that Axon did not complete the Integration Services in substantial conformance with this SOW, Agency must notify Axon in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. Axon will address the Agency's issues and will re-present the Checklist for the Agency's review. If Axon does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 Agency's Responsibilities. Axon's successful performance of the Integration Services depends upon the Agency's:

- 6.1** Making available its relevant systems, including its current RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
- 6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
- 6.3** Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 6.4** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
- 6.5** Promptly installing and implementing any and all software updates provided by Axon;
- 6.6** Ensuring that all appropriate data backups are performed;
- 6.7** Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 6.8** Providing Axon with remote access to the Agency's [Evidence.com](#) account when required for Axon to perform the Integration Services;
- 6.9** Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 6.10** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

- 7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 8 **Definitions.**
"Integration Services" means the professional services provided by us pursuant to this SOW.

ATTACHMENT C



OFFICER SAFETY PLAN

The Officer Safety Plan helps agencies give their officers maximum protection by bundling two powerful technologies: TASER Smart Weapons and Axon body-worn cameras.



The Officer Safety Plan has a 5-year term, and includes TASER Smart Weapon, two Axon camera upgrades, full warranty, repair and replacement coverage, and unlimited Evidence.com storage for \$99 per month per officer.*

SUBSTANTIAL DISCOUNT

By bundling technologies, you will receive an effective 25% discount on your Smart Weapon program. And with Axon Standard Issue Grants, you will be subsidized an additional \$350 per officer when committing to an Officer Safety Plan.

ONE PREDICTABLE BUDGET LINE ITEM

With unlimited digital* storage, full hardware warranty, and repair and replacement coverage, the Officer Safety Plan removes risk and makes for entirely predictable costs. Your TASER Smart Weapon, body-worn camera, and digital evidence management budgets become one unchanging line item.

UP-TO-DATE TECHNOLOGY

The Officer Safety Plan guarantees that your agency will be future-proofed. You will receive TASER Smart Weapon, two Axon camera upgrades, and the latest version of Evidence.com services throughout the 5-year term.

TWO PROGRAMS, ONE RELATIONSHIP

TASER Smart Weapons and body-worn cameras save lives, careers, and budgets. With the Officer Safety Plan, you can benefit from both programs while reducing risk and management burden by working through only one trusted partner.

AXON.COM

*Unlimited digital storage is available for purchase. See Evidence.com for details. © 2018 Axon. All rights reserved. Axon and the Axon logo are trademarks of Axon. TASER and the TASER logo are trademarks of Axon. Evidence.com is a trademark of Axon. All other trademarks are the property of their respective owners.

THE BOTTOM LINE:

AGENCY SIZE	5-YEAR OFFICER SAFETY PLAN SAVINGS†
100 officers	\$60,000
250 officers	\$150,000
500 officers	\$300,000
1000 officers	\$600,000



"The Officer Safety Plan allows us to minimize the total cost of outfitting our officers with cameras and Smart Weapons and the cost of storing and managing the data from these devices."

-MAJOR CITY POLICE CHIEF JERRY DYER

† These figures include the Standard Issue Grants, which are effective for full-deployment purchases by 7/1/2018.

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HELIX2018-09-13

ATTACHMENT D

AXON FLEX 2 FEATURES AND BENEFITS

BEST-IN-CLASS IMAGE QUALITY: The leading point-of-view camera now records in HD.

DUAL-CHANNEL AUDIO: Reduce ambient noise for improved sound quality.

WIDER FIELD OF VIEW: Capture more at the scene with a 120-degree field of view.

FULL-SHIFT BATTERY: Lasts for 12 hours of battery.

PRE-EVENT BUFFER: Capture up to 2 minutes before an event.

ENHANCED MOUNTS: Designed for versatility and optimum comfort.

UNMATCHED DURABILITY: Built to endure extreme field and weather conditions.

WIRELESS ACTIVATION: Axon Signal Technology can sense certain events to activate your camera.

MOBILE COMPATIBILITY: Stream, tag, and replay footage right on your phone with the Axon View app.

EVIDENCE.COM INTEGRATION: Easily manage, retrieve, and share videos online.



APP AVAILABLE FOR
APPLE AND ANDROID

AXON FLEX 2 SPECIFICATIONS

WEATHER RESISTANCE IEC 60529 IP54 (dust, rain); MIL-STD-810G (Salt fog)

HOUSING High-impact polymer

FIELD OF VIEW 120 degrees

OPERATING TEMPERATURE -4 °F TO 122 °F [-20 °C TO 50 °C]

DROP TEST 6 feet

VIDEO MPEG-4 (MP4); H.264

HUMIDITY 95% non-condensing

WARRANTY 1 year from date of receipt

RECORD TIME Up to 70 hours depending on resolution

ENCRYPTION 256-bit AES

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MPC0250 REV A

ATTACHMENT E



AUTOMATING MANUAL TAGGING

CAD/RMS INTEGRATION CASE STUDY



OVERVIEW

Before deploying CAD/RMS Integration, officers in Peoria, Arizona were spending significant time manually tagging videos, a process that often resulted in incorrect or missing information. On average, agencies find that the error rate for manual tagging is 33%, making it difficult for supervisors to find videos when they're needed later. Axon's CAD/RMS Integration automatically tags Axon videos with the correct information found in CAD calls and RMS cases such as Call Disposition, Incident ID and Location. Not including back-end administrative time savings, Peoria is saving \$2,500 per officer per year in freed time.

THE INTEGRATION PROCESS

No CAD or RMS vendor involvement is necessary. Instead, TASER sales engineers work with agency IT staff to integrate CAD and RMS systems with Evidence.com. Once completed, the integration requires minimal maintenance.

STATS

- **54** RMS Integration Licenses
- **\$135,000** Total Annual Savings
- **1390%** ROI
- **99.94%** Tagging Accuracy

ABOUT PEORIA PD, ARIZONA

- Sworn: **193**
- Axon Cameras Deployed: **54**
- Civilian Population: **164,825**

"TASER was exceptional in partnering with our agency as they created a solution that allows our officers to utilize the body-worn camera and not have to manage numerous hours of administrative tasks on the back end. This data integration will save us thousands of dollars in data entry hours."

- **City of Peoria Police Chief**
Roy W. Minter, Jr.

axon.io/cad-rms



AUTOMATICALLY TAG VIDEOS WITH THE CORRECT DATA

CAD/RMS Integration takes information from your Computer-Aided Dispatch and Records Management System and ties it to your videos on Evidence.com. Agencies use it to:

IMPROVE ACCURACY

- Adds Incident ID, Category, Location and other tags to videos automatically
- Avoids the misspellings and incomplete information of manual entry
- Makes it easier to search and retrieve Axon videos later

SAVE TIME

- Frees officers from manual video tagging
- Requires minimal involvement from agency IT staff
- No need to involve CAD or RMS providers

REDUCE COST

- Saves up to \$200 per officer per month in productivity costs
- Per-user pricing scales with the number of officers uploading
- Can be added to existing Evidence.com contracts anytime

800-978-2737 AXON.IO/CAD-RMS

FAQs ABOUT CAD/RMS INTEGRATION

Q: WHAT IS EVIDENCE.COM CAD/RMS INTEGRATION?

A: We take information exported from the agency's Computer Aided Dispatch and/or Records Management System and correlate it with videos on Evidence.com, allowing us to automatically tag Axon videos with the correct Incident ID, Category, Location and other information.

Q: WHY IS CAD/RMS INTEGRATION VALUABLE?

A: Video evidence can be invaluable—as long as it's easily logged and found. We've observed that when busy officers manually tag videos with metadata, many videos are tagged with the incorrect information or aren't even tagged. CAD/RMS Integration automates the process, taking human error out of the equation to ensure that you have complete, correct information.

Q: HOW MUCH TIME DOES IT TAKE TO MANUALLY TAG VIDEOS?

A: Manually tagging a video takes up to 3 minutes of an officer's time. If officers record 5 videos per shift and work 16 shifts per month, that means each officer spends 4 hours per month entering metadata. Some agencies estimate that an automated process could help reduce productivity costs by \$200 each month for every officer. That's on top of the efficiency gains from implementing Axon cameras and Evidence.com in the first place.

Q: HOW DOES IT WORK?

A: We can integrate with any CAD or RMS system, without involving your system's vendor in the process.

For your agency there are only 2 steps:

1. Generate a regularly scheduled export (CSV file) of your CAD or RMS database with the relevant information.
2. Install a secure application behind your firewall to encrypt the exported file and send it to Evidence.com, where customized software automatically ties the correct metadata to the appropriate videos.

When officers next log in, their videos will all be automatically tagged with the correct data. When supervisors search for videos, they can be confident that their results are comprehensive. Generally a CAD/RMS Integration takes only 4–8 weeks to implement, although this depends on coordination with the agency's IT department.

Q: HOW MUCH DOES IT COST?

A: CAD/RMS Integration uses a license model, which includes a per-user monthly fee. The total cost for an agency will vary based on the number of users uploading Axon videos. Your TASER Sales Representative can provide you with an accurate quote and notify you of any current promotions. You can add CAD/RMS Integration to your current Evidence.com contract at any time.

Q: HOW DO I GET STARTED OR LEARN MORE?

A: If you are interested in an Evidence.com CAD/RMS Integration for your agency, or just want to learn more, please contact your TASER Sales Representative or visit axon.io/cad-rms.



X26P FEATURES AND BENEFITS

COMPACT SIZE: Comparable in size and weight to the original X26E device.

CAMERA ADD-ON: Accommodates TASER CAM HD attachment to provide a record of deployments.

CHARGE METERING: Designed to optimize the amount of current output.

PERFORMANCE POWER MAGAZINE: Offers 300 more discharges than the original X26E DPM.

APPM: Provides an audible alert and shuts off the discharge cycle automatically after 5 seconds.

WEATHER RESISTANCE: Holds up better to rain, humidity and other elements.

SELF-DIAGNOSTICS: Complex analysis of the weapon's internal systems.

INTERNET UPDATES: Firmware updates over the internet (no need for complex manufacturer support).

EVIDENCE.COM INTEGRATION: Manage weapon data for free with Evidence Lite.

WORKS WITH SIGNAL PPM: Reports armed status to nearby Axon cameras so they can begin recording.

X26P SPECIFICATIONS

WEATHER RESISTANCE IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)

HOUSING High-impact polymer

POWER ACTIVATION Ambidextrous safety switch

OPERATING TEMPERATURE -4 °F to 122 °F [-20 °C to 50 °C]

STORAGE TEMPERATURE -4 °F to 122 °F [-20 °C to 50 °C]

DROP TEST 4 feet

HUMIDITY 80% non-condensing

WARRANTY 1 year from date of receipt

TASER devices are part of the Axon network.

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MPC0224 REV D



ATTACHMENT F



5 KEY CONSIDERATIONS WHEN DECIDING BETWEEN CLOUD VS ON-PREMISE

PROTECT LIFE.
PROTECT TRUTH.

OVERVIEW

In the wake of the increasingly widespread adoption of body-worn cameras, many major cities are expressing concern over their IT infrastructure, bandwidth capabilities, and other issues.

As a recent MCC/MCSA* survey shows, the dominant theme in conversations surrounding digital evidence has been uncertainty.

Most agencies that are planning to deploy (or have already deployed) a body camera program don't have the pre-existing capabilities to store and manage the flood of digital evidence that body cameras can bring. Because limited resources exist with law enforcement specifically in mind, agencies can find it difficult to make an informed decision when comparing on-premise and cloud solutions.

In this paper, we identify five areas that are critical for any command staff or IT team to explore when deciding whether to store their agency's digital evidence on-premise or in the cloud with a Software-as-a-Service solution.

- 1. SECURITY & COMPLIANCE** _____ PAGE 4
- 2. SCALABILITY** _____ PAGE 6
- 3. TIME TO DEPLOY** _____ PAGE 8
- 4. MAINTENANCE & UPGRADES** _____ PAGE 9
- 5. COSTS - HARD COSTS & SOFT COSTS** _____ PAGE 11

*<http://www.policefoundation.org/2016-body-worn-camera-symposium/>

WHAT IS SOFTWARE-AS-A-SERVICE?

Software-as-a-Service (SaaS) refers to fully managed, instantly-provisioned applications that are hosted in centralized datacenters.

The application is made available through carefully designed interfaces through a highly reliable and secure network connection, usually over the Internet. A SaaS solution wraps together the development, hosting, and operations of the application. These applications are commonly hosted on a hyper-scale cloud infrastructure that has vast amounts of processing and storage resources, leading to greater application availability, scalability, and reliability. For example, a SaaS application for law enforcement could involve a third-party email service, like Microsoft's Office 365, that is operated 24 hours a day and 365 days per year as a full-service solution for the organization's email communication.

SaaS functions as an alternative to locally managed hardware and software, a more traditional approach to systems management where organizations license and operate software application using their own hardware, typically hosted on-site or in a private datacenter. This approach will typically involve an internal IT staff performing all levels of service management. This includes all levels of change management and security operations as well. Solutions of this nature have been the norm for many years and have remained so in large part because of familiarity and preference for data residency control.

This whitepaper aims to demonstrate that, for many agencies, SaaS can be the most sustainable, most secure, and most economical option for managing digital evidence (not to mention the easiest), as well as the option that requires the least upfront guess work about data growth.

But more than that, it hopes to elucidate some of the relevant factors and considerations attendant to choosing a system for data management, **so that agencies can know that they're asking the right questions to make a more informed decision about how best to go about storing and managing tremendous amounts of data.**

1. SECURITY & COMPLIANCE

Security is possibly the most important concern your agency will deal with.

And while some assert that storing data on-premise is always the more secure option, cloud solutions can often provide a more robust approach to security than most local solutions. Indeed, a recent IJIS study found that, “compared to companies using on-premise web security solutions, users of cloud-based web security solutions had 58% fewer malware incidents over the last 12 months, 93% fewer audit deficiencies, 45% less security-related downtime, and 45% fewer incidents of data loss or data exposure.” A similar Microsoft study also affirmed the cloud’s security superiority, finding that more than 90% of those who switched to the cloud gained security benefits, from more up-to-date systems to improved anti-virus management.

The cloud can limit would-be attackers’ access just as well, if not better, than on-premise systems.

Patch management and software upgrades are also particularly important. The ability to upgrade to the latest and most secure software is crucial to running any data storage program successfully. This process can also often be much easier for cloud providers, due to their greater experience and the increased automation within their systems. If your agency has struggled with implementing system-wide updates in the past, it may be putting itself at risk by adopting a system that requires frequent updates just to maintain stability. If your agency is lacking either an efficient and timely change management process or the in-house capabilities to create one, it may be wiser to opt for cloud storage. Evidence.com, for example, pushes software updates every 30 days and security patches quickly after they become available.

OVER 12 MONTHS, USERS OF CLOUD-BASED WEB SECURITY SOLUTIONS HAD:

58% FEWER

MALWARE INCIDENTS

93% FEWER

AUDIT DEFICIENCIES

45% LESS

SECURITY-RELATED DOWNTIME

45% FEWER

INCIDENTS OF DATA-LOSS

AXON'S EVIDENCE.COM APPROACH TO SECURITY & COMPLIANCE

Evidence.com's team of dedicated security professionals monitor its system for security anomalies around the clock and perform system-wide vulnerability-tests on a regular basis. Its system is designed to provide strong access control with customizable role-based permissions (meaning that no one ever has 'full access'—so that disgruntled employees will never have enough access to compromise all the data in the system).

- Data is stored redundantly with frequent backups
 - Complete audit trail
 - Encrypted using SSL (TLS 1.2, RSA 2048-bit key, AES-256) during transfer
 - Stored at rest using 256-bit Advanced Encryption Standard (AES-256)
 - CJIS compliant
 - ISO/IEC 27001:2013 certified
-

This is a level above what most agencies would be able to achieve on their own. This is all made possible because Evidence.com is run by a dedicated team with the sole mission of keeping your data secure.



2. SCALABILITY

Because of the uncertainty that comes with implementing a new body camera program, it's important to ensure that you adopt a system that can scale along with your evolving data storage needs.

Because of the elastic nature of cloud computing resources, SaaS solutions can adapt in real time to your storage and processing needs. In a time of increased demand, SaaS can allot more servers or more processing power to your agency, which it can then allocate elsewhere if your priorities shift.

Looking toward the future, this makes SaaS a more realistic solution for more sophisticated programs that could, for example, use machine learning to improve their utilization of digital evidence.

Setting up local servers requires departments to estimate well in advance how much data their programs will likely produce. As a result, agencies can sometimes find themselves either paying for storage space that goes unused or having an inadequate amount of space. Though it can be necessary for future growth, the former scenario can be costly. The latter can saddle a department with the labor-intensive process of adjusting its storage capacity just in time so that they don't have to fall back on burning CDs and DVDs.

In both cases, you're required to plan for ongoing capital expenditures for equipment that will quickly become obsolete. These capital expenses add up when you factor in redundant copies, back-up plans, and disaster recovery. And even under the best circumstances, running out of storage completely could have catastrophic consequences. You'll most likely experience a hardware failure that results in a system outage when officers would be unable to record further body camera footage. The worst case result is permanent data loss.

Additionally, many agencies must consider which solution will give them the processing power they need to perform necessary analytics, redactions or similar tasks in the most cost-effective manner. When storing data locally, agencies will have to pay for sufficient processing power to perform analytics and redact evidence even while those tasks are not being performed.

2. SCALABILITY (CONTINUED)

Many smaller agencies employing on-site data storage could be hamstrung by the cost of matching the capabilities of larger agencies. Cloud storage effectively eliminates these differences, offering agencies of all sizes capabilities they otherwise couldn't afford, like being able to redact 1,000 files at once.

As a recent DOJ Community Oriented Policing Services report found, redacting video for public records requests is one of the greatest costs associated with body cameras programs. If the cloud can make processes like redaction more efficient, it becomes hard to overstate its value in the long run.

SaaS is built upon scalability and eliminating uncertainty.

Because body-worn cameras are a relatively new technology, most agencies are unable to accurately estimate even their short term data-storage needs. As data storage policies evolve, the cloud service can evolve, too. In a matter of minutes, an agency's storage can be scaled up or down as needed, saving departments from the logistical nightmare brought by needing extra funding and resources for even a small amount of additional storage. In the same vein, a service like Evidence.com's Unlimited Plan or Officer Safety Plan would let an agency use as much storage space as needed for a flat rate, ensuring both absolute scalability and budget certainty.

All of the new efficiencies that can be gained through SaaS, however, would be moot if departments had to worry about frequent service outages. While many express concerns regarding downtime for cloud services, a recent study of Microsoft's Office 365 cloud-based e-mail showed a downtime of only 8 hours per year, compared to 30 hours for the on-premise system it was competing against.

3. TIME TO DEPLOY

Many agencies express concern over the deployment time for various solutions, especially when it comes to local storage.

Because servers must be added to existing facilities or housed in new ones, the deployment process for local storage and software can span months and may require input from consultants and specialists. Proper facilities and utilities can often be a limiting factor in datacenter expansion. And each kilowatt of additional power means additional investment in battery back-up systems, diesel generators, and specialized cooling systems to balance out any additional heat generated.

If a given agency's deployment takes three months, that requires three months' worth of salaries and overtime when your risk is not mitigated—and these costs could grow if the project falls behind schedule (which is far too common).

Unlike an on-premise server, deploying SaaS solutions can typically be done in a matter of hours rather than months because an agency's facilities do not have to be modified. This reduces labor costs and lets agencies begin operations right away. Plus, agencies don't have to predict how much data and processing power they will need. With unlimited storage options, departments will never take in too much or too little data. **With a SaaS solution, they will have a degree of budget certainty that is difficult to achieve when managing data on-site.**

Unlike the custom solutions that agencies might run locally when storing data onsite, SaaS tends to involve standardized software that can be tailored within a certain framework to meet your agency's specific needs. That way, your agency will not have to endure a lengthy development or set-up process for your software. Agencies can also see improved efficiency from the increased interoperability that standardized software brings (compared to the relatively poor interoperability that can plague custom on-premise applications). If your agency is in the habit of working with custom-built software, it may be wise to reflect on whether you have had any negative experiences associated with it (e.g., high costs, drawn-out development times, limited data portability, etc.). If you find that custom-built applications have tended not to justify their cost or development time, the prospect of lower costs and faster implementation times may sway your agency toward SaaS.

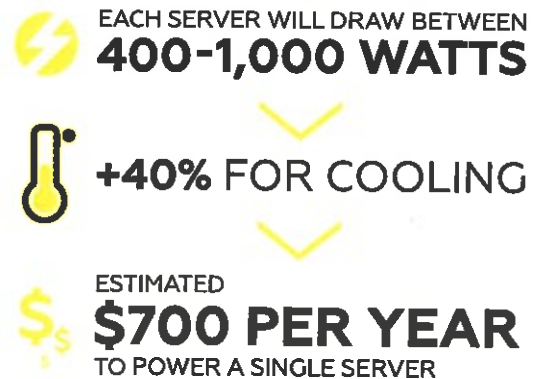
4. MAINTENANCE AND UPGRADES

Some of the most significant on-premise financial considerations come from software upgrades and hardware maintenance.

In the case of the former, your IT staff will likely manage system-wide updates and ensure that the system meets minimum security standards (though these responsibilities might belong to the entire agency). Similarly, your IT staffers will be in charge of the significant upkeep that comes with running servers, including hardware upgrades and eventually replacing out-of-date technology—all of which can prove costly in terms of both capital expenditures and labor. Because servers typically need to be replaced every five years (older servers come with a significant risk of unexpected failures and complex data migrations), few expenses associated with on-site storage are actually one-time costs, putting the long-term sustainability of on-premise solutions into question for some agencies.

Beyond labor costs, there are hidden costs associated with the servers themselves. In addition to accruing significant networking costs from Top of Rack (TOR) Switches, Aggregation Switches, Optics, and Infrastructure backbone upgrades, power consumption remains an issue. Each server will draw between 400 and 1,000 Watts of power, plus an additional 40% of that figure for cooling. One source estimates that power and cooling can cost more than \$700 per server each year. Power and other costs will be further exacerbated by the need for redundant data storage. **Best practices call for three copies of each file stored in at least two different locations, with at least one residing off-site for proper disaster recovery. This means that an agency's storage capacity must account for more than triple the amount of data they expect to actually handle.**

When it comes to SaaS, regular software updates are built into the cost of the solution. Maintenance is managed by the cloud storage vendor. Application specialists handle IT support, and no one on the customer side needs to concern themselves with hardware and software updates. To bolster ease-of-use and security, the cloud provider regularly updates their systems without any additional cost to the agency. The cloud provider stores redundant copies of each file, which are kept in multiple secure data centers across the US, ensuring that even the worst disaster will not result in the loss of an agency's data (IACP's most recent guide to cloud computing lists this as one of its major concerns). Leading SaaS solutions and hyper-scale providers can deliver eleven "9's" of data durability.



4. MAINTENANCE AND UPGRADES (CONTINUED)

By the same token, SaaS also presents departments with the ability to **future-proof their records**. Systems that update regularly and automatically can virtually remove the possibility of storage methods becoming obsolete or incompatible while ensuring that departments never incur undue security risks by running out-of-date software. This makes SaaS solutions not just better in terms of data durability, but significantly more sustainable in the long term. **The flexibility of these systems ensures that any business or organizational changes won't put the accessibility of your data in jeopardy.** Since IT is handled entirely by the vendor, agencies can receive 24/7 support regardless of their size. Compare this with the costs of on-site storage, which requires more time and money to be spent each year to keep software up-to-date and minimize security vulnerabilities, to say nothing of having additional IT staff.

Another significant IT hurdle that departments will need to overcome is system integrations (the coordination of smaller subsystems into a cohesive network). On-site storage tends to necessitate a complex and ever-evolving set of integrations for a department's new and existing software. These integrations are often bi-directional, so two or more systems have to be made mutually compatible with one another, rather than one simply absorbing the other. SaaS, meanwhile, can be successfully implemented and managed with a small number of straightforward, well-defined, one-way integrations. Are your IT services prepared to take the much more complicated route in this area?

5. COSTS - HARD AND SOFT

While financial concerns have been alluded to throughout this paper, the costs associated with data storage will, for most agencies, warrant a standalone discussion.

For instance, is your agency most concerned with one-year costs, or long-term total cost of ownership (TCO)? While year-one costs for SaaS are typically 50-75% lower than those of local software, long-term TCO can be more difficult to measure. SaaS, of course, also allows an agency to save on servers, and while an agency must continue paying for software licensing each year (as opposed to the perpetual licenses that accompany on-site storage systems), those licenses include frequent software maintenance and upgrades that stand to minimize the risk of data breaches and system failures.

All told, the costs over the first few years for on-site vs. cloud storage can be similar, but SaaS is likely to have the lower TCO over a span of five or ten years, when one factors in the considerable expense of replacing servers every five years.

 **YEAR-ONE COSTS FOR SAAS ARE TYPICALLY**
50-75%
LOWER
THAN THOSE OF LOCAL SOFTWARE

Servers will also incur significant maintenance costs. Generators, cooling equipment, disaster recovery systems, and network operation center costs can add up quickly, as can the costs associated with warranties and maintenance work, which are often mandated by suppliers and can total thousands of dollars each year. The Anaheim Police Department estimated that the costs of preparing a physical location for servers, purchasing a rack for the system, appropriate software and a server to control system, and acquiring servers with enough storage for redundancies for their 350+

officer-size would total \$56,983, almost all of which would recur every five years. Depending on how a given project is being financed, these expenses and others (consultants, development, systems integration, data center floor costs, etc.) can come with significant (and unnecessary) interest payments (this applies not just to storage that is entirely on-site, but also to most 'hybrid' solutions, which tend to present some of the benefits of cloud storage while doing little to ameliorate the downsides of local software -- e.g., the costs of establishing on-site servers). Compare that to a SaaS solution, which comes with a set of extremely predictable costs for storage and processing capabilities that can be scaled to meet an agency's precise needs.

Once a department has established its on-site system, they will need a set of workflows and guidelines for ingesting, storing, and sorting evidence that has been captured. Often, on-site storage systems will require officers to manually sync their devices in order to upload video and audio. Subsequent filing, collating, redacting, and sharing also typically falls to officers who must now spend valuable time each shift managing data. Though a recent study by the DOJ's Community Oriented Policing Services affirms that officers themselves should extract data from their body cameras, excessive time spent on this process can come at the expense of more productive work. In addition, officers may have to remotely access servers through the cumbersome approach of using a VPN.

ANAHEIM PD CASE STUDY

The Anaheim Police Contract for Evidence.com is for a 5-year term. Taking the yearly cost of handling the evidence over the time of the contract shows a Total Cost of Ownership (TCO) over 5 years of:

TCO = \$3,103,670 for a DVD/CD-based system.

TCO = \$1,513,186 for an In-House Server-Based System
of equal standards to Evidence.com

TCO = \$933,637.50 for Evidence.com over 5-year contract.

These simple calculations show that Anaheim Police Department, and the City of Anaheim are receiving positive returns on their investment in Evidence.com.

5. COSTS - HARD AND SOFT (CONTINUED)

Not only does SaaS save time and money with implementation costs, it can also **create a more streamlined, efficient workflow, minimizing the time spent ingesting, storing, and sharing evidence.** With Evidence.com, officers can automatically sync their devices to upload evidence in a matter of minutes. Data can be accessed, tagged, and shared from any computer via an easy-to-use interface designed to minimize the amount of time officers spend managing data. Because SaaS is typically built to work with open standards, your increased interoperability can yield some time-saving flexibility. Though Evidence.com hosts your data (maintaining its integrity and ensuring its availability), you, of course, still retain all ownership of it.

For the above reason (among others), it can often be misleading to compare SaaS and local software purely on the basis of price per gigabyte.

As a recent whitepaper from Microsoft helpfully puts it, "In determining total cost, application demand variability is the key factor, and the pay-per-use billing model of the cloud is the key driver of cost savings versus an IT shop's need to build to peak. By analogy, a rental car is likely to cost more per day than the same car would cost per day to lease or finance. However, rental cars can still save one money: the salient factor is not that a rental car costs more per day than an owned car does, but that renting a car for two days is less expensive than buying a car and then discarding it.

As a result of its smaller financial impact in the first year, SaaS is often a better option for agencies hoping to implement a digital-evidence management system on an operating expense budget. Local software requires a large capital expense outlay to implement, and is not an ideal fit for agencies that don't plan on a large capital expenditure.

ON-PREMISE VS. CLOUD AT-A-GLANCE

	ON-PREMISE	CLOUD
SECURITY	• In-house IT staff must handle security	• Devoted team of security professionals • Round the clock monitoring • Frequent penetration tests and vulnerability scans • Robust access control
SCALABILITY	• Long-term planning and commitment of resources required for scaling • Paying for extra storage space or risk running out • Buying new servers when you need more space	• Pay for what you use • 'Unlimited' plans offer budget certainty • Access to near-infinite processing power
TIME TO DEPLOY	• 3 months	• A few hours
MAINTENANCE AND UPDATES	• Agency is responsible for maintaining the application, replacing servers every 5 years and installing software updates • Your IT is responsible for ensuring high availability and disaster recovery	• No hardware updates • Automatic software updates every 30 days
COSTS	• High entry and operations costs (servers, IT staff, maintenance, etc.) • Up-front capital costs for hardware that will recur every 5 years • Low ongoing maintenance fees • Tangible hardware assets	• Pay monthly subscription; let cloud provider handle the rest

CLOUD VS. ON-PREMISE: KEY QUESTIONS TO ASK YOUR AGENCY

SECURITY & COMPLIANCE

- ❑ Does your agency have a dedicated IT security team that would be able to detect or respond to a sophisticated attack?
- ❑ Is your IT team focused on monitoring for and reacting to an intrusion? Or do they spread time across multiple projects and initiatives?
- ❑ How well does your agency do at keeping systems up-to-date with the latest security patches and capabilities?
- ❑ Has your agency ever hired an external firm to conduct a security “penetration test” to discover weaknesses in your systems?

SCALABILITY

- ❑ Are your IT resources ready to implement and manage a long-term and large scale deployment of servers, storage, and ensuing system integrations?
- ❑ How confident are you that your organization can accurately forecast the data storage and other infrastructure needs for a body-worn camera program?
- ❑ What is the smallest increment of additional storage or computing capacity that you can buy? How quickly can that additional capacity be delivered?
- ❑ How robust is your data redundancy and disaster recovery capabilities?

TIME TO DEPLOY

- ❑ Are there other projects your IT resources are committed to delivering at the same time you are hoping to implement a body-worn video program?
- ❑ Has your agency had negative experiences in the past with custom-built software?
- ❑ How long can you afford to pay salaries and overtime during an on-premise deployment?
- ❑ How long can you make your body-worn camera program wait for the “back-end” to be built?

MAINTENANCE & UPGRADES

- ❑ Do you leverage City or County IT services for your agency? Are those services responsive to your business needs?
- ❑ Do you have a dedicated IT team that can handle the significant upkeep that comes with running servers, including hardware upgrades and the eventual replacement of out-of-date technology?
- ❑ Do you have a plan to renew and replace your hard drives or DVDs over time? Physical storage media suffers from “data rot” and will need to be transferred to new media after some period of time.
- ❑ Does your durability strategy rely on a storage array with RAID 5 (or 10)? RAID can protect against the loss of one or two hard drives, but does not protect against multiple disk failures or failures in an entire tray of disks. Worse still, RAID can catastrophically fail if defective disks are not replaced in a timely manner or if the technician replaces the wrong drive.
- ❑ Does your current infrastructure support real-time failover with data centers hundreds of miles apart for additional resiliency?

COSTS

- ❑ Is your agency most concerned with one-year costs or long-term total cost of ownership (TCO)?
- ❑ Do you expect your body-worn video program to end after a certain date or do you expect your digital data to grow over time?
- ❑ Do you hope to finance with an operating expense budget or a capital expenditure?
- ❑ How predictable are your body-worn camera and digital evidence management system expenses in the next 3, 5, or 10 years? Would a predictable budget help?
- ❑ Have you accounted for all the resources needed to manage permissions, audit logs, redactions capabilities? Are you comfortable with all your IT administrators being able to get, view and download all footage in the agency?

CLOUD VS ON-PREMISE

REFERENCES

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<http://betanews.com/2013/11/04/comparing-cloud-vs-on-premise-six-hidden-costs-people-always-forget-about/>

Anaheim Police Digital Evidence Cost Study



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ATTACHMENT G

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective April 5, 2017)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

Axon warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ Axon-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon's option.

¹ The warranty does not apply to software or services offered for sale by, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date.

³ Axon's Law Enforcement Hardware Products include TASER X26, X26P, X26P CEWS, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges. Axon Flex cameras, including the universal magazine clip, Axon Flex 2 camera, Axon Body 2

Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Evidence.com Dock, Axon Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes purchaser's property and the replaced item becomes

camera, Axon Flex camera, Evidence.com Docks, and Axon Docks.

⁴ Broken dial doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to: batteries, battery chargers, carrying cases, cables, docking bars, USB data download kits, headbands, holders, mounts, DPM, XDPAM, CDPM, PPM, TTPM, APPM, XPPM, TPAI, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU), and the X-Rail mounting system.

Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from (a) damage from failure to follow instructions relating to the product's use, (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such

⁶ The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2 controller, or Axon Body 2 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective April 5, 2017)**

warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims

made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to www.axon.com/register. Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the

storage media will be deleted and reformatting Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to available firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery (this must be specifically requested and a fee may be requested) or the contents of your product will be deleted and the storage media reformatting in the course of warranty service.

General

This warranty supersedes any prior, contrary or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

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ATTACHMENT H



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Evidence.com Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support

- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Convert Application (Formerly Amped DVRConv)

- Video file format converter.
- Allows users to convert unplayable video file formats (e.g., proprietary CCTV) into playable file formats that can later be exported to Evidence.com
- Maintains original video file, produces an output file, and generates a report documenting the conversion process.

Axon Detect (Formerly Amped Authenticate)

- Photo analysis software for forensic image authentication and tamper identification
- Several tools are available to determine whether an image can be trusted and thus accepted as evidence and verify if a photo has been taken from a specific device

Axon Five (Formerly Amped FIVE)

- Image and video enhancement software.
- Users can analyze crime scene photos, enhance surveillance and bodyworn video with a workflow compatible with forensic needs and constraints
- Meets evidence code in all 50 states as well as US Federal and Canada

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
5. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
6. Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023

- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

9. Axon Fleet Camera Model: 74001

10. Axon Signal Unit Model: 70112

11. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

12. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

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ATTACHMENT I

Portable Audio/Video Recorders

425.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (50 ILCS 706/10-20). Portable audio/video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any [Anytown Police Department] facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

425.1.1 DEFINITIONS

Definitions related to this policy include (50 ILCS 706/10-10):

Body-worn camera or camera - An electronic camera system for creating, generating, sending, receiving, storing, displaying and processing audiovisual recordings that may be worn about the person of a law enforcement officer.

Law enforcement-related activities - Activities in which the member is enforcing the law, including traffic or pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd and traffic control. It does not include tasks unrelated to the investigation of a crime such as participating in town halls or other community outreach; helping a child find his/her parents; providing death notifications; performing in-home or hospital well-being checks on the sick, elderly or persons presumed missing; or completing paperwork while alone or only in the presence of another law enforcement officer.

Portable recorder or recorder - Either an audio-only recording device or a body-worn camera.

425.2 POLICY

The [Anytown Police Department] may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

425.3 BODY-WORN CAMERA COORDINATOR

The [Chief of Police/Sheriff] or the authorized designee should designate a coordinator responsible for (50 ILCS 706/10-20):

- (a) Identifying members who are assigned body-worn cameras.
- (b) Identifying members permitted to access recordings in order to redact, label or duplicate recordings.
- (c) Ensuring body-worn cameras acquired on or after July 1, 2015, are equipped with pre-event recording of least the 30 seconds prior to camera activation and are capable of recording for a period of at least 10 hours.

Portable Audio/Video Recorders

- (d) Establishing procedures for:
 - 1. The care and maintenance of body-worn cameras, including reasonable efforts to be made by supervisors to correct or repair body-worn camera equipment upon notice from a member experiencing technical difficulties, failures or problems with the equipment.
 - 2. Compliance with the Law Enforcement Officer-Worn Body Camera Act and guidelines established by the Illinois Law Enforcement Training and Standards Board (ILETSB) for the use of body-worn cameras.
 - 3. Security of recordings including access controls.
 - 4. Redacting, labeling and duplicating recordings.
 - 5. Supervisor and member review of recordings.
- (e) Providing an annual report to the ILETSB pursuant to 50 ILCS 706/10-25.
- (f) Ensuring the Department uses authorized body-worn camera recording media (50 ILCS 706/10-10).

425.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

425.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable (50 ILCS 706/10-20). Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a portable recorder, the assigned member shall record his/her name, [APD] identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Portable Audio/Video Recorders

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

425.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

Members wearing body-worn cameras and any clothing or any indication they are law enforcement shall have the body-worn camera turned on at all times while they are on-duty and are responding to calls for service or engaged in law enforcement-related activities (50 ILCS 706/10-20).

Other portable recorders should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which [an officer/a deputy] would normally notify [the Communications Center]
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

If exigent circumstances prevent [an officer/a deputy] from turning on a body-worn camera when required, the camera shall be turned on as soon as practicable (50 ILCS 706/10-20).

Members shall not record interactions with confidential informants unless exigent circumstances exist or the informant has or is committing a crime (50 ILCS 706/10-20).

Members should remain sensitive to the dignity of all individuals being recorded and unless recording with a body-worn camera is required, exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

425.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

Portable Audio/Video Recorders

Body-worn cameras shall be turned off when a victim, witness or community member reporting a crime requests that the camera be turned off. The request should be captured on the recording. However, [an officer/a deputy] may continue to record or resume recording a victim or witness if exigent circumstances exist or the [officer/deputy] has a reasonable articulable suspicion that the victim or witness has committed or is in the process of committing a crime. Under these circumstances, the [officer/deputy] should indicate on the recording the reason for continuing to record despite the request of the victim or witness (50 ILCS 706/10-20).

[Officers/Deputies] are permitted to turn off body-worn cameras while inside a patrol car equipped with Mobile Audio/Video (MAV). Cameras may also be turned off when the [officer/deputy] is not engaged in law enforcement-related activities or when completing paperwork alone or while only in the presence of another member (50 ILCS 706/10-20).

425.6.2 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Illinois law prohibits any individual from surreptitiously recording any conversation in which any party to the conversation has a reasonable belief that the conversation is private or confidential (720 ILCS 5/14-2).

However, [officers/deputies] using body-worn cameras are not prohibited from recording a private conversation if the person is provided notice of the recording and proof of that notice is captured on the recording. If exigent circumstances exist that prevent the [officer/deputy] from providing notice, notice must be provided as soon as practicable (50 ILCS 706/10-20).

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the [Chief of Police/Sheriff] or the authorized designee.

425.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

425.7 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the [Watch Commander]. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including

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retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.

425.8 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the Freedom of Information Act or the Law Enforcement Officer-Worn Body Camera Act (5 ILCS 140/7.5; 50 ILCS 706-10-20).

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

425.9 RETENTION OF RECORDINGS

All recordings other than those made with body-worn cameras shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days unless the recordings are made a part of an arrest or the recordings are deemed evidence in any criminal, civil or administrative proceeding and then the recordings must only be destroyed upon a final disposition and an order from the court (720 ILCS 5/14-3(h-15)).

425.9.1 RETENTION REQUIREMENTS FOR BODY-WORN CAMERA RECORDINGS

Recordings made on body-worn cameras shall be retained for 90 days. Recordings shall not be altered, erased or destroyed prior to the expiration of the 90-day storage period (50 ILCS 706/10-20).

After the 90-day storage period, recordings must be destroyed unless any of the following occur (50 ILCS 706/10-20):

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- (a) A formal or informal complaint has been filed
- (b) The [officer/deputy] discharged his/her firearm or used force during the encounter
- (c) Death or great bodily harm occurred to any person in the recording
- (d) The encounter resulted in a detention or arrest other than a traffic stop resulting in only a minor traffic offense or a petty offense with a fine of more than \$1,000
- (e) The [officer/deputy] is the subject of an internal investigation or otherwise being investigated for possible misconduct
- (f) The supervisor of the [officer/deputy], prosecutor, defendant or court determines that the encounter has evidentiary value in a criminal prosecution
- (g) The recording [officer/deputy] requests that the video be retained for official purposes related to his/her official duties

Under these circumstances, the recording of the encounter shall not be altered or destroyed for two years. If the recording is used in a criminal, civil or administrative proceeding, the recording shall not be destroyed except upon a final disposition and order from the court.

Recordings may be retained anytime a supervisor designates the recording for training purposes and may be viewed by [officers/deputies], in the presence of a supervisor or training instructor, for the purposes of instruction, training or ensuring compliance with department policies.

425.9.2 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

425.10 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the [Chief of Police/Sheriff] or the authorized designee.

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- (d) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

425.10.1 DOCUMENTING REVIEW OF RECORDINGS

Members who review recordings prior to completing incident reports or other documentation shall disclose that fact in the report or other documentation (50 ILCS 706/10-20).



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: June 15, 2017

**SUBJECT: CONSIDER ADOPTION OF A RESOLUTION APPROVING
GARBAGE COLLECTION RATES FOR FISCAL 2017-2018**

PURPOSE

The purpose of this item is to give the City Council the opportunity to consider a resolution approving the GreenWaste rate adjustments to the the 2017-2018 garbage collection rates. The adjustments are: +7.1% for residential services; +5.8% for commercial customers; and +2% for roll off services.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the rate adjustments:

- +7.1% for residential services;
- +5.8% for commercial customers;
- +2.0% for roll off services.

BACKGROUND

The City of Seaside's Franchise Agreement with GreenWaste Recovery was approved by the City Council on June 19, 2014 and was effective May 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

1. No change in initial rates until July 1, 2016; there was a rate increase/decrease as of July 1, 2016.
2. Rates are to be adjusted annually throughout the term of the agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the Monterey Regional Waste Management District, or the City or GWR may request a cost-based review two times during the term of the contract (as defined in Exhibit E2 to the Franchise agreement).

3. The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the agreement (Section 8.2.D)

GreenWaste Recovery submitted a proposed rates increase to the City in April. As outlined in our Franchise Contract Compliance and Management Agreement, Rob Hilton of HF&H provided a review of the proposed increases.

The review included:

A review of GWR's rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.

A review of GWR's rate request for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, and that the rate request is internally consistent and that any summary schedules agree to the supporting schedules and worksheets.

Verification of the inclusion of the franchise fee calculation in the adjustment.

Verifying contract compliance with regard to:

A) The indices used in the adjustment;

B) The weighting of those indices;

C) The tip fees reported for the disposal/processing components of the rates;

D) The use of quarterly-reported tonnage data and allocations among agencies. The methodology appears reasonable and consistent with standard practices within the industry.

E) Any changes in governmental fees on the fee component of the rates.

The HF&H review has determined that the rate adjustments are appropriate under the current Franchise Agreement, therefore staff is recommending approval of the following rate adjustments:

- +7.1% for residential customers
- +5.8% for commercial customers
- +2.0% for roll off debris boxes

These rates are included in the attached resolution.

The weighted components of this year's rate adjustments include: labor costs of .5%, fuel costs of 0%, CPI of 2.2%, and a tipping fee increase of 8.2%.

FISCAL IMPACT

The fiscal impact of the proposed rate adjustments would have a minor impact to the franchise fees received by the City's General Fund.

ATTACHMENTS

1. Garbage Rate Adjustment Resolution
 2. Rates Effective July 1, 2017
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION No.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING ADJUSTMENTS TO THE MAXIMUM RATES TO BE CHARGED BY
GREENWASTE RECOVERY EFFECTIVE JULY 1, 2017
FOR COLLECTION OF FRANCHISED SOLID WASTE, RECYCLING, AND ORGANICS

WHEREAS, the City of Seaside (City) entered into a franchise agreement with GreenWaste Recovery, Inc. (GWR) on June 19, 2014, for solid waste, recycling, and organics collection services beginning May 1, 2015; and,

WHEREAS, Section 8.2 of the franchise agreement requires and Exhibit E1 to the franchise agreement describes the process for an annual inflationary adjustment to maximum customer rates on July 1 of each year, based on agreed-upon cost indices, changes in tipping fees at the Monterey Regional Waste Management District, and the actual tonnage of materials collected by GWR; and,

WHEREAS, the application of the formulas required by the franchise agreement result in different rate increases for each and every service level; and,

WHEREAS, consistent with the provisions of Section 8.2.C of the franchise agreement, both the City and GWR have agreed on an alternative approach that adjusts rates by the same percentage for all customers within each sector of customers, thereby preserving the current relationship and structure of the rates within each sector to one another; and,

WHEREAS, City staff has reviewed GWR's calculation of the rate adjustments and finds the calculations to be accurate and consistent with the methodology and requirements of the franchise agreement; and,

NOW THEREFORE, the City Council of the City of Seaside hereby resolves to approve a 7.1% adjustment to all single-family residential maximum rates; a 5.8% adjustment to all commercial solid waste, recycling, and organics maximum rates; and, a 2.0% adjustment to all roll-off maximum rates authorized to be charged by GWR under the franchise agreement, effective July 1, 2017, in accordance with the rate schedule attached.

PASSED AND ADOPTED by the City Council of the City of Seaside California, this 15th day of June 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Ralph Rubio
Mayor of the City of Seaside

ATTEST:

Lesley Milton
City Clerk

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$19.72	Included	Included
Curbside 64 Gallon	\$24.65	Included	Included
Curbside 96 Gallon	\$29.58	Included	Included
Low Income Rate	\$15.78	Included	Included
Senior Rate	\$9.50	Included	Included
Notes:			
See Exhibit B1 for specific service availability			
Vacation hold charge shall equal 75% of normal rate divided by 4, per week.			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$21.54	\$47.39	\$71.09	\$94.78	\$118.48	\$142.17
64-Gallon Cart	\$43.13	\$94.88	\$142.33	\$189.77	\$237.21	\$284.65
96-Gallon Cart	\$64.67	\$142.28	\$213.41	\$284.55	\$355.69	\$426.83
1-Cubic Yard Bin	\$85.28	\$183.67	\$270.95	\$342.71	\$427.99	\$497.96
2-Cubic Yard Bin	\$181.67	\$338.71	\$491.96	\$643.95	\$753.18	\$1,011.44
3-Cubic Yard Bin	\$266.95	\$489.96	\$678.60	\$955.32	\$1,181.18	\$1,457.62
4-Cubic Yard Bin	\$336.72	\$642.74	\$949.33	\$1,255.56	\$1,561.71	\$2,021.24
6-Cubic Yard Bin	\$487.96	\$918.98	\$1,451.62	\$1,770.81	\$2,419.48	\$2,903.54
8-Cubic Yard Bin	\$638.74	\$1,247.56	\$1,766.81	\$2,414.76	\$3,172.66	\$3,914.98
2-Cubic Yard Compactor	\$225.37	\$426.11	\$623.06	\$818.75	\$971.67	\$1,273.64
3-Cubic Yard Compactor	\$332.50	\$621.06	\$875.25	\$1,217.52	\$1,508.91	\$1,850.90
4-Cubic Yard Compactor	\$424.11	\$817.53	\$1,211.52	\$1,605.14	\$1,998.70	\$2,545.62

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$6.47	\$14.23	\$21.35	\$28.47	\$35.58	\$42.70
96-Gallon Cart	\$9.70	\$21.34	\$32.01	\$42.68	\$53.35	\$64.02
1-Cubic Yard Bin	\$12.79	\$27.55	\$40.64	\$51.41	\$64.20	\$74.69
2-Cubic Yard Bin	\$27.25	\$50.81	\$73.79	\$96.59	\$112.98	\$151.72
3-Cubic Yard Bin	\$40.04	\$73.49	\$101.79	\$143.30	\$177.18	\$218.64
4-Cubic Yard Bin	\$50.51	\$96.41	\$142.40	\$188.33	\$234.26	\$303.19
6-Cubic Yard Bin	\$73.19	\$137.85	\$217.74	\$265.62	\$362.92	\$435.53
8-Cubic Yard Bin	\$95.81	\$187.13	\$265.02	\$362.21	\$475.90	\$587.25
2-Cubic Yard Compactor	\$10.65	\$17.60	\$23.99	\$30.19	\$36.19	\$52.11
3-Cubic Yard Compactor	\$15.14	\$23.69	\$27.08	\$43.69	\$52.66	\$69.23
4-Cubic Yard Compactor	\$17.30	\$30.00	\$42.79	\$55.52	\$68.24	\$103.97

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$32.35	\$71.16	\$106.74	\$142.33	\$177.91	\$213.49

96-Gallon Cart	\$48.50	\$106.71	\$160.06	\$213.41	\$266.77	\$320.12
1-Cubic Yard Bin	\$63.96	\$137.75	\$203.21	\$257.03	\$320.99	\$373.47
2-Cubic Yard Bin	\$136.25	\$254.04	\$368.97	\$482.96	\$564.89	\$758.58

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$32.35	\$71.16	\$106.74	\$142.33	\$177.91	\$213.49
96-Gallon Cart	\$48.50	\$106.71	\$160.06	\$213.41	\$266.77	\$320.12
1-Cubic Yard Bin	\$63.96	\$137.75	\$203.21	\$257.03	\$320.99	\$373.47
2-Cubic Yard Bin	\$136.25	\$254.04	\$368.97	\$482.96	\$564.89	\$758.58
3-Cubic Yard Bin	\$197.64	\$362.75	\$502.41	\$707.28	\$874.49	\$1,079.15
4-Cubic Yard Bin	\$249.29	\$475.85	\$702.84	\$929.55	\$1,156.22	\$1,496.43
6-Cubic Yard Bin	\$361.27	\$680.37	\$1,074.71	\$1,311.02	\$1,791.26	\$2,149.64
8-Cubic Yard Bin	\$472.89	\$923.64	\$1,308.06	\$1,787.77	\$2,348.89	\$2,898.47

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$289.70	\$289.70	\$289.70	\$289.70
20 YD	\$420.10	\$420.10	\$420.10	\$420.10
30 YD	\$550.50	\$550.50	\$550.50	\$550.50
40 YD	\$680.90	\$680.90	\$680.90	\$680.90
31-40 YD R.O. Compactor	\$1,835.02	n/a	n/a	n/a
0-30 YD R.O. Compactor	\$1,036.75	n/a	n/a	n/a
Per Ton	\$65.88	-\$47.06	\$38.24	\$65.88

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$3.17
Cart Replacement	RES	\$63.47
Re-Delivery or Re-Start	RES	\$26.45
Cart Cleaning	RES	\$26.45
Non-Scheduled Collection	RES	\$20.10
Difficult to Service Cart	COM	\$1.06
Difficult to Service Bin	COM	\$3.17
Locking Bin	COM	\$52.89
Cart Replacement	COM	\$63.47
Cart Cleaning	COM	\$26.45
Bin Swap- Cleaning or Repainting	COM	\$79.34
Bulky - Recyclable	RES/COM	\$21.16
Bulky - Non Recyclable	RES/COM	\$26.45
Bulky - Event	RES/MFD	\$31.73
Covered Box	RO	\$79.34
Driver Time per Hour	RO	\$116.36
Dry Run or Relocation	RO	\$79.34
Extra Days	RO	\$26.45

*Note: Application of fees shall be as described in Franchise Agreement