



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, October 19, 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**

A. **PRESENTATION OF OCTOBER 2017 HOUSE OF THE MONTH**

PURPOSE: The purpose of this item is to recognize Carol and Bobby Blaushild, owner of 1145 Plumas Avenue for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the Mayor present Carol and Bobby Blaushild the October 2017 House of the Month award.

B. PRESENTATION OF 2017 BUSINESS OF THE THIRD QUARTER

PURPOSE: The purpose of this item is to recognize Millers Carpet One located at 1168 Fremont Boulevard for beautifying and maintaining the building and property.

RECOMMENDATION: It is recommended that the Mayor present the 2017 Business of the Third Quarter Award to Millers Carpet One located at 1168 Fremont Boulevard.

8. CONSENT CALENDAR

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

A. APPROVE MINUTES OF OCTOBER 5, 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 September 23, 2017 through October 6, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 28, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,132,831.19.

RECOMMENDATION: It is recommended that the City Council approve and file the list of checks linked to this staff report.

C. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS.

PURPOSE: The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their August 15, 2017 and September 19, 2017 regular meetings.

RECOMMENDATION:

It is recommended that the City Council approve the TAC recommendations from their August 15, 2017 regular meeting and their September 19, 2017 regular meeting as follows:

Item 1: Deny request for disabled parking space at 1685 Vallejo Street and recommend the use of the existing drive way for parking.

Item 2: Approve request to place 20 feet of green curb at 1550 Hillsdale Street for one parking space, remove the red curb south of the driveway approach at 1550 Hillsdale Street, and remove the red curb along the east side of Hillsdale from Broadway Avenue to the driveway approach.

Item 3: Approve request to place 15 feet of red curb along the west side of Flores Street south of La Salle Avenue.

Item 4: Approve request to place a streetlight on the existing utility pole between 1027 and 1029 Wheeler Street.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM GIRLS INCORPORATED OF THE CENTRAL COAST

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Girls Incorporated of the Central Coast for a donation from the Mayor's Youth Fund to participate in the ECHO Leadership Program.

RECOMMENDATION: It is recommended that the City Council approve the request.

E. ADOPT A RESOLUTION TO APPROVE A SERVICE MAINTENANCE AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED SEVENTY THREE THOUSAND NINETY DOLLARS \$73,090

PURPOSE: To approve a service maintenance agreement with BEAR Electrical Solutions for the maintenance of the city owned traffic signals and street lights for a term of three years for an amount not to exceed Seventy Three Thousand Ninety Dollars (\$73,090).

RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager to execute a maintenance service agreement with BEAR Electrical Solutions to provide traffic signal and street light maintenance services for a term of three years for an amount not to exceed Seventy Three Thousand Ninety Dollars (\$73,090).

F. APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$862,803.49 FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS PAID FOR WITH GRANT FUNDS FROM THE ASSISTANCE TO FIREFIGHTERS GRANT.

PURPOSE: The purpose of this item is to authorize the City Manager to sign a contract with Motorola Solutions, Inc. for the purchase of replacement mobile and portable radios for the Fire and Public Works departments paid for with grant funds from the Assistance to FireFighters Grant benefitting all members of the Regional Grant including the Cities of Seaside, Greenfield and Gonzales and Mid-Coast Fire Brigade.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign a contract with Motorola Solutions, Inc. in the amount of \$862,803.49 for the purchase of replacement mobile and portable radios paid for with grant funds, benefitting all regional grant partners.

9. PUBLIC HEARING

A. INTRODUCTION OF ORDINANCE AUTHORIZING TEXT AMENDMENT TO CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE THAT SETS FORTH STANDARDS FOR ELECTRONIC MESSAGE DISPLAY SIGNS RELATED TO PUBLIC AND PRIVATE MEETING FACILITIES WITHIN RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS CITYWIDE, AND ADDRESSING OTHER MATTERS PROPERLY RELATING THERETO THAT ARE IN CONFLICT WITH THE PROPOSED TEXT AMENDMENT.

PURPOSE: In accordance with Section 17.74.050 of the Seaside Municipal Code (SMC), the purpose of this item is for the City Council to consider a text amendment to Chapter 17.40 of the Seaside Municipal Code to allow for the installation of electronic changeable message signs at places of worship and meeting facilities in residential and commercial zones (First Reading).

RECOMMENDATION: It is recommended that the City Council conduct the first reading of the draft Ordinance and pass to print the final Ordinance for adoption at a second reading on the regular City Council Meeting of November 2, 2017.

10. BUSINESS ITEMS

A. DISCUSS AND PROVIDE DIRECTION REGARDING A PROPOSED DRAFT ORDINANCE ESTABLISHING REGULATIONS FOR SHORT-TERM RENTALS IN THE CITY OF SEASIDE AS DIRECTED BY THE CITY COUNCIL DURING THE SEPTEMBER 21, 2017 STUDY SESSION

PURPOSE: To provide an opportunity for the City Council to consider and discuss a proposed draft ordinance establishing regulations regarding short-term rentals in the City of Seaside, then provide direction to staff.

RECOMMENDATION: It is recommended that the City Council discuss and consider a draft ordinance regarding regulation of short-term rentals and provide direction to staff.

B. RECEIVE PRESENTATION, DISCUSS AND CONSIDER A RESOLUTION SETTING VALUES FOR LAND TRANSFERRED TO THE STATE OF CALIFORNIA FOR THE CALIFORNIA CENTRAL COAST VETERANS CEMETERY

PURPOSE: It is recommended that the City Council adopt a Resolution setting the values for land transferred to the State of California for the California Central Coast Veterans Cemetery

RECOMMENDATION: This request is submitted for City Council consideration and action.

11. COUNCIL MEMBER REQUESTS

A. DISCUSS COUNCIL MEMBER JONES REQUEST TO CREATE A HOMELESS COMMISSION AND AN ENVIRONMENTAL COMMITTEE

PURPOSE: The purpose of this item is to discuss Council Member Jones' request to create two new advisory bodies, one Environmental committee and one Homeless commission.

RECOMMENDATION: It is recommended that the City Council discuss the request and provide direction to staff.

12. 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.

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 2, 2107
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, October 5, 2017
7:00 PM

1. **CALL TO ORDER**

City attorney Freeman called the meeting to order at 7:00 and announced that since the Mayor and Mayor Pro Tem were absent the remaining Council should vote to determine who should run the meeting.

On motion by Council Member Campbell, Seconded by Council Member Jones and passed unanimously, the City Council appointed Council Member Pacheco as the Chair of the meeting.

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

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

PRESENT: Campbell, Jones, Pacheco

ABSENT: Alexander, Rubio

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Ms. Louise Ramirez from the Esselen tribe provided the invocation and Council Member Campbell lead the Pledge.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Chair Pacheco invited comments from the public.

- Sue Hawthorne expressed frustration that she did not get to participate in the tree survey for the West Broadway urban village and requested it be extended.
- Natalie Molina spoke serving the Neighborhood Improvement Program and outlined different projects they are working on including the gate way project, replacing neighborhood watch signs and efforts to get the fence for the PG&E Substation fence improved sooner than June of 2018.
- Peter Keiser invited the public and the Council to the Forty Days for Life Vigil at the Planned Parenthood facility and encouraged celebrating the national holiday of Christopher Columbus honoring the legacy on Monday October 8, 2017.
- Karen Arajo expressed delight of the diversity of the members of the Council and at the meeting. She offered a public apology for her ancestors harm to the native populations.
- Daniel Fernandez, Faculty Member at CSUMB he spoke to his students and classes assisting the City through their capstone class. He indicated that students will be working on the campus town project regarding obtaining public input, working on the environmental education center to offer input and network in the community and collaborating for

community impute about trees.

6. **PUBLIC AGENCY COMMUNICATIONS**

Firefighter Johnny Subia invited the public to the Seaside Fire Department Open House on Saturday October 7th from 10-3 The message for Fire Prevention week is "Always Two Ways Out". He invited the public to this family friendly, educational event. He also indicated that they have partnered with the American Red Cross to also host a blood drive and with Walgreens for Flu shots.

Dan Meewis Recreation Superintendent invited the Council and the public to the City's 63rd Birthday Celebration on October 13th from 5 - 9 PM. He also invited the public to participate in a community survey regarding the Cutino Park improvements.

7. **PRESENTATIONS**

A. **2017 FIRE PREVENTION WEEK PROCLAMATION**

The City Council presented the proclamations to the Seaside Fire Department proclaiming October 15th to 21st as Fire Prevention Awareness week in the City of Seaside.

B. **PROCLAMATION FOR FREEDOM FROM WORKPLACE BULLIES WEEK, OCTOBER 15-21, 2017**

The City Council presented the proclamation about Freedom from Workplace Bullies to students from CSUMB.

C. **PROCLAIMING OCTOBER 2017 DOMESTIC VIOLENCE AWARENESS MONTH**

The City Council presented the proclamation regarding Domestic Violence Awareness Month and spoke to the YWCA's efforts to put purple ribbons throughout the City to bring awareness for Domestic Violence.

D. **PROCLAMATION RECOGNIZING THE SECOND MONDAY OF OCTOBER AS INDIGENOUS PEOPLE'S DAY**

The City Council presented the proclamation recognizing the second Monday of October as Indigenous People's day and presented the proclamation to native members of the Esselen heritage.

8. **CONSENT CALENDAR**

Council Member Pahceco questioned item 8E asking based on the provided list, how focused are is the City of Seaside regarding filling the pot holes versus full road repairs. City Engineer Riedl responded that between the City Council authorizations the purchase of a patch truck and the approval to hire additional maintenance workers, coupled with new tax revenues, the streets in Seaside will be improved in the near future. On question of how will staff know which roads to focus on first, Mr. Riedl spoke to the proposed pavement management plan which will help prioritize.

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following vote the City Council approved the Consent Agenda as presented.

RESULT:	Approved
MOVER:	Council Member Jason Campbell
SECONDER:	Kayla Jones
AYES:	Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None

A. APPROVE MINUTES OF SEPTEMBER 21, 2017*Action: Approved***B. APPROVE AND FILE CITY CHECKS***Action: Approved***C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM COMMUNITY PARTNERSHIP FOR YOUTH'S AFTERSCHOOL PROGRAM***Action: Approved***D. APPROVE A FEE WAIVER AND CO-SPONSORSHIP REQUEST FROM THE PAN-HELLENIC COUNCIL FOR COSTS ASSOCIATED WITH THE 2018 MARTIN LUTHER KING, JR. MARCH AND PROGRAM IN THE AMOUNT OF FIVE THOUSAND THREE HUNDRED TWELVE DOLLARS (\$5,312.00)***Action: Approved***E. ADOPT RESOLUTION APPROVING THE SB 1 PROJECT LIST AND THE MAINTENANCE OF EFFORT REPORT IN SUPPORT OF PROJECTS FUNDED BY THE ROAD REPAIR AND ACCOUNTABILITY ACT (RMRA) OF 2017***Action: Approved and Passed Resolution 17-71***9. BUSINESS ITEMS****A. APPROVE A RESOLUTION AWARDDING A CARPETING CONTRACT TO OLD TOWN CARPET AND FLOORS IN THE AMOUNT OF \$91,673.17 TO REMOVE OLD CARPET AND INSTALL NEW CARPET IN CITY HALL**

Deputy City Manager Hodgson spoke to the item and the condition of the current carpet which needs replacing. Along with the renovations that were done to City Hall, the last project is to replace the carpet. Staff issued an RFP and received three bids, and the lowest responsive bidder, is Old Town Carpet. The company did have good references and staff recommends executing a contract. Funds were approved with the FY 17-18 budget.

Council Member Campbell acknowledged the high amount, but the difficulty of such a dynamic room.

Chair Pacheco invited comments from the public.

- Hellen Rucker asked what the new color would be.
- A resident questioned if the carpet or carpet glue will have off gassing.

Deputy City Manager responded that the project is restoring to the original color of red when the building was initial furnished. Deputy City manager also acknowledged that written into the RFP was required to use the least innocuous products that would be in compliance with the manufacturer recommendation.

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following vote the City Council Approved

Resolution 17-72 approving the contract with Old Town Carpet for the replacement of the carpet at City Hall.

RESULT: **Approved**

MOVER: Council Member Jason Campbell

SECONDER:	Kayla Jones
AYES:	Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Ralph Rubio, Dennis Alexander

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

Council Member Campbell reported on the progress of the material recovery facility at the MRWMD which will do amazing work. He spoke to the Mayor Pro Tem deploying to the Gulf to help with the Red Cross. Council Member Jones requested to agendaize for action approval of an environmental committee and homeless commission.

The City Council observed a moment of silence for Austin Meyers and all of those that lost their lives at the Las Vegas Massacre.

11. ADJOURNMENT

On motion, the meeting was adjourned at 8:02 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
Lori Merwin, Finance Assistant

DATE: October 19, 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 September 23, 2017 through October 6, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 28, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,132,831.19.

RECOMMENDATION

It is recommended that the City Council approve and file the list of checks linked to this staff report.

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:

\$865,064.35 for payroll and benefits;

\$21,606.00 to Monterey County Convention & Visitor's Bureau for jurisdiction improvement investment; FY 17/18 Q1 (July - Sept).

\$25,218.46 to California-American Water for City water consumption (8/24/17 - 9/22/17 billing period).

\$10,000.00 to JEA & Associates for lobbyist fees June - October 2017.

\$12,916.07 to Richards, Watson & Gershon for professional services for August 2017; Seaside resort project, Keep Fort Ord Wild, Landwatch Monterey County.

\$122,426.97 to U.S. Bank for golf course debt payment.

The remaining checks, totaling \$75,599.34 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: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer
Kristin Rice, Administrative Assistant

DATE: October 19, 2017

**SUBJECT: APPROVE TRAFFIC ADVISORY COMMITTEE (TAC)
RECOMMENDATIONS.**

PURPOSE

The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their August 15, 2017 and September 19, 2017 regular meetings.

RECOMMENDATION

It is recommended that the City Council approve the TAC recommendations from their August 15, 2017 regular meeting and their September 19, 2017 regular meeting as follows:

Item 1: Deny request for disabled parking space at 1685 Vallejo Street and recommend the use of the existing drive way for parking.

Item 2: Approve request to place 20 feet of green curb at 1550 Hillsdale Street for one parking space, remove the red curb south of the driveway approach at 1550 Hillsdale Street, and remove the red curb along the east side of Hillsdale from Broadway Avenue to the driveway approach.

Item 3: Approve request to place 15 feet of red curb along the west side of Flores Street south of La Salle Avenue.

Item 4: Approve request to place a streetlight on the existing utility pole between 1027 and 1029 Wheeler Street.

BACKGROUND

The Traffic Advisory Committee acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC reviews all requests for traffic safety, regulatory or control devices, signs and marking, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City Department.

The Traffic Advisory Committee reviewed and provided a recommendation for four requests at their August 15, 2017 and September 19, 2017 meeting briefly described below.

STAFF ANALYSIS

Item 1

Ms. Patricia Trotter resides at 1685 Vallejo Street, a single story dwelling with an attached two car garage. There is a three foot high masonry wall along the front of the property connected to a fence that runs along the south side of the driveway to the house. There is another chain link fence adjacent to the driveway along the north side of the property. The front door can be accessed from the driveway, located approximately 26 feet measured from the back of the sidewalk. The driveway is approximately 16 feet wide and approximately 35 feet long measured from the back of sidewalk and is relatively flat. There is approximately 92 feet between Ms. Trotter's driveway and the neighboring driveway to the south, enough space to park 4 vehicles (attachment 1).

Disabled parking spaces are considered when resident's driveway is considered to be inaccessible. The driveway at 1685 Vallejo Street appears to be flat and the street in front of the residence has a 7% slope.

Recommendation

The Traffic Advisory Committee recommends to deny request for a disabled parking space due to the accessibility of residents driveway.

Item 2

Ms. Alex Sumners is requesting green curb in front of her business, Silkscreen Express located at 1550 Hillsdale Street. Her customers usually take no more than 15 minutes to place orders or pick up orders.

Silk Screen Express is located within the West Broadway Urban Village Specific Plan Area. 1550 Hillsdale is bordered by Residential to the east and south, commercial to the north and residential to the west. Figure 2 on Attachment 2 shows the business frontage on Hillsdale Street. The driveway approach in front of the entrance way is no longer used for vehicular access to the building. It is recommended that the red curb remain adjacent to the alley and the driveway approach be painted approximately 20 feet of green curb to provide 20 minute parking. It is further recommended that the red curb to the south of the driveway approach be removed as the area is no longer operating as a driveway. The Seaside Municipal Code defines curb marking designated green to mean no standing or parking for longer than twenty (20) minutes at any time between eight a.m. and six p.m. of any day except Sundays and holidays. Further discussion with business owners near the area revealed a need for reduction of red curb

along the east side of Hillsdale from Broadway to the driveway approach totaling approximately 20 feet (attachment 2).

Recommendation

The Traffic Advisory Committee recommends to remove red curbs as indicated and place 20 feet of green curb in front of 1550 Hillsdale Street.

Item 3

Ms. Debra Daniels, on behalf of Monterey Salinas Transit (MST) has requested red curb on the corners of Flores Street and La Salle Avenue. Ms. Daniels indicated that buses have a difficult time maneuvering around the corner onto Flores Street when traveling eastbound on La Salle Avenue.

Staff visited the site on September 7, 2017 and witnesses several buses maneuver the turn from eastbound La Salle Ave. to southbound Flores St. The site visit occurred in the morning when there were no vehicles parked at the corner. With no vehicles parked at the corner the bus was able to make the turn but still encroached onto the northbound lane on Flores St. When vehicles were parked near the corner, the bus would encroach further into the northbound lane on Flores Street to negotiate the turn. There is approximately 56 feet between the southwest curb return and the nearest driveway approach on the westside of Flores Street, providing space to park three vehicles. The property owner on the southwest corner of La Salle and Flores requested that only the west side of Flores at La Salle be painted as to not take all his street parking. Installation of 15 feet of red curb would result in the loss of one parking space (attachment 3).

Recommendation

The Traffic Advisory Committee recommends to place 15 feet of red curb along the west side of Flores Street south of La Salle Avenue.

Item 4

Ms. Johnson has requested a streetlight at 1027 Wheeler Street. She has indicated to staff that the area is dark and a streetlight would deter criminal activity near the tennis courts.

The 1000 block of Wheeler Street is situated between Kimball Avenue and Carson Street. 1027 Wheeler Street is the 2nd house north of Carson Street, across from the Wheeler Street tennis courts. The tennis court parcel occupies the eastern side of Wheeler Street for approximately 310 feet as measured from the Seaside Highlands subdivision at the north side of the parcel to the tennis court entrance at the south end of the parcel. The nearest streetlight to 1027 Wheeler is located approximately 173 feet south at the entrance to the tennis courts. The next nearest streetlight is approximately 222 feet to the north located on the southeast corner of Olympic Lane and Wheeler Street. The Engineering Standard (ST-20) identifies recommended distances for the placement of streetlights. Streetlights should typically be spaced approximately 230 feet apart throughout a street block, with a shorter distance of 115 feet apart from a corner streetlight. Attachment 4 illustrates the distances between existing streetlights and the approximate distance of the requested streetlight. The streetlight located at the entrance to the tennis courts is located at the intersection of Carson Street and Wheeler Street, therefore a

minimum distance of 115 feet is appropriate. There is a utility pole between 1027 and 1029 Wheeler Street, where a streetlight can be installed (attachment 4).

Recommendation

The Traffic Advisory Committee recommends to place a streetlight on the existing utility pole between 1027 and 1029 Wheeler Street.

ENVIRONMENTAL REVIEW

Items 2,3, & 4 are exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence: The propose projects consist of installation and removal of red curb, the installation of green curb, and the installation of a street light which would not result in an expansion or significant modification of the existing roadway and sidewalk. Therefore, there are no significant expansion of use associated with the installation and removal of red curb, the installation of green curb, and the installation of a street light.

FISCAL IMPACT

The fiscal impact associated which each item is as follows:

Item 2: The cost of installation of 20 feet of green curb is \$398. As the proposed removal of red curb and replacement with green curb is a benefit to businesses in the area, staff recommends that the cost be paid through the Street Maintenance Fund.

Item 3: The cost of painting the curb red is \$398. MST is willing to paint the corner upon approval of the City Council.

Item 4: The cost of installing a streetlight will be incorporated into the streetlight maintenance account.

ATTACHMENTS

1. Item 1: Request for Disabled Parking at 1685 Vallejo Street
2. Item 2: Request for Green Curb at 1550 Hillsdale Street
3. Item 3: Request for Red Curb on La Salle and Flores
4. Item 4: Request for Street Light on Wheeler Street

Reviewed for Submission to the
City Council by:

Meeting Date: October 19, 2017



Craig Malin, City Manager



Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Patricia Trotter Date: 07-10-2017
Address: 1685 Vallejo St Phone: 831-917-5598

Type of Request (check all that apply):

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

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

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: H Disabled person sign paint
on the curb in front on my house

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

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the TAC agenda for the next scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	\$384
Installation of one sign	\$384

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

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Patricia A. Trotter understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Patricia A. Trotter

Applicant Signature

07-11-2017

Date

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



"WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200."

PARKING PLACARD



DISABLED PERSON

EXPIRES JUNE 30

2019

999466 K

PURCHASE OF FUEL (Business & Professions Code 13660)
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.





Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Alexandra Sumners Date: August 7, 2017

Address: 1550 Hillsdale St. Phone: 831-899-3681

Type of Request (check all that apply):

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

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

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: To make a 10 minute loading zone in front of 1550 Hillsdale Street where there is currently a driveway curb.

Second choice a green 20 minute parking space.

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

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the TAC agenda for the next scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	\$384
Installation of one sign	\$384

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

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Alexandra Sumners understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Applicant Signature

08-07-17
Date

Attachment 2

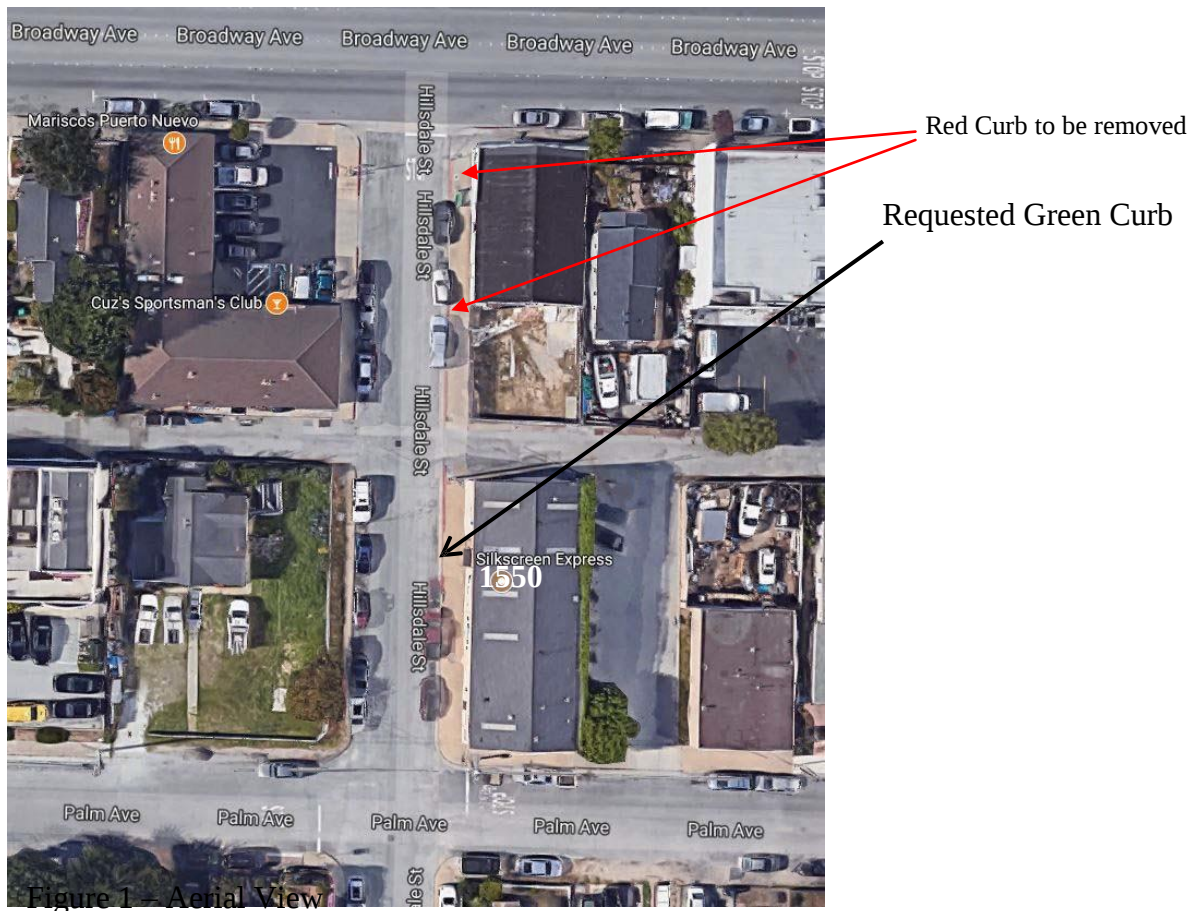


Figure 2 – Street View



\$54 Application Fee
Receipt # 00233346

Traffic Advisory Committee Request Application

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Name: Debra Daniels Date: 7-19-17
Address: 4499 Joe Lloyd Way Phone: 831-236-1459
Seaside 9555

Type of Request (check all that apply):

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

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

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: Requesting red curb on West side
of Flores to help buses turning right
on Flores (if car park there bus cannot
turn safely)

Requesting red curb on South side
of LaSalle to also assist with buses
turning safely.

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

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

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Installation of one sign	\$384

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

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Debra Daniels understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

D Daniels
Applicant Signature

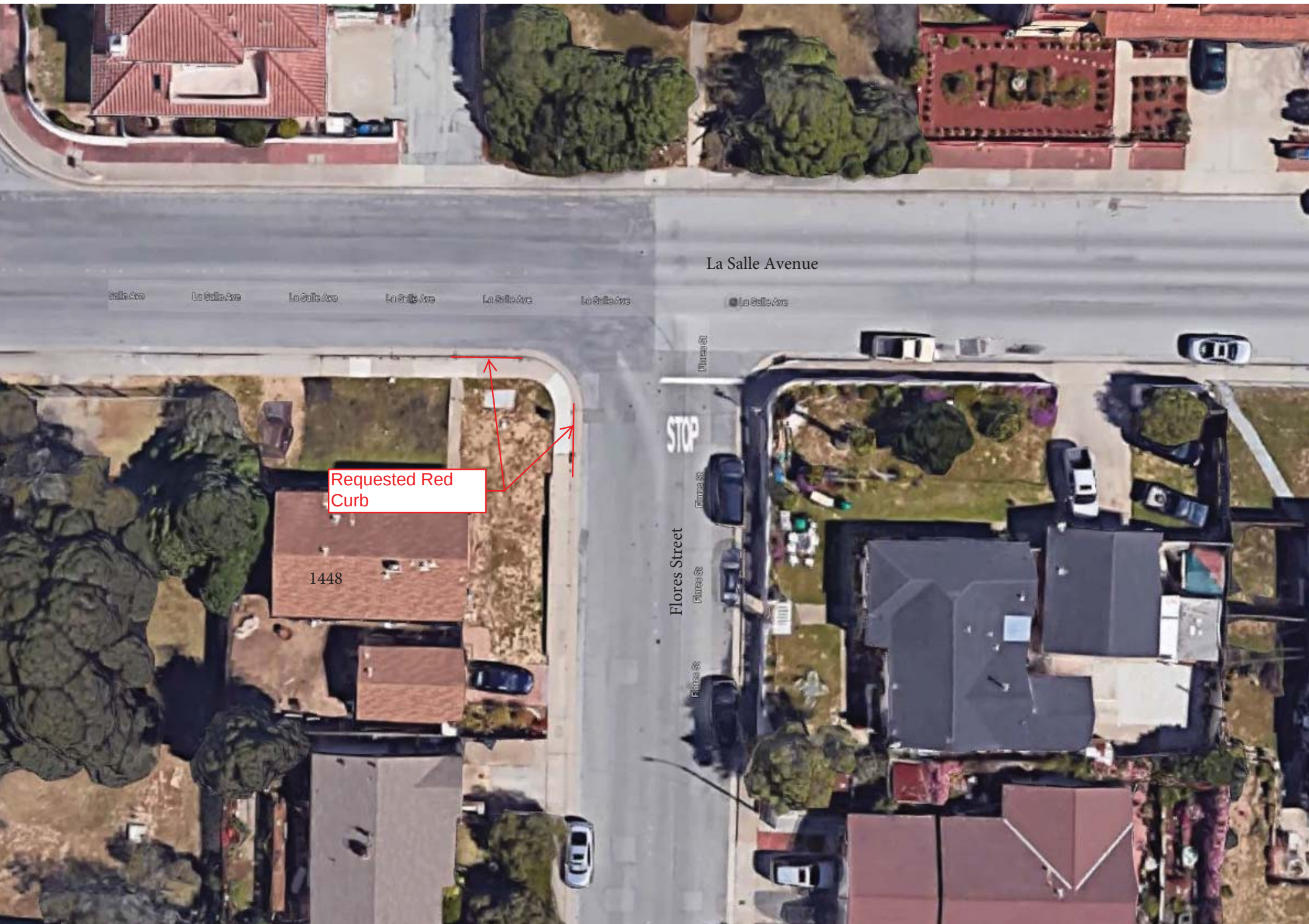
7-21-17
Date



MST turning onto SB Flores St from La Salle with vehicles parked on the corner. Picture shows MST encroaching onto NB lane on Flores Street.



MST turning onto SB Flores St from La Salle with vehicles parked on the corner. Picture shows MST after turning onto Flores Street.



Legend

- STREETLIGHT
- REQUESTED STREETLIGHT
- PRIVATE STREETLIGHT





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: October 19, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM GIRLS INCORPORATED OF THE CENTRAL COAST**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Girls Incorporated of the Central Coast for a donation from the Mayor's Youth Fund to participate in the ECHO Leadership Program.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Girls Incorporated of the Central Coast is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to allow students from Seaside High School to participate in the Education, Careers, Health and Opportunities Leadership Program, which is designed to encourage girls to pursue post-secondary education and plan for future success.

Girls Incorporated of the Central Coast is a non-profit organization that inspires girls to become strong, smart and bold and to respect themselves and the world around them. The ECHO Leadership Program is a year-long program that works with high-risk teen women ages 15-18. This program serves seven high schools in Monterey County, including Seaside High School.

This program offers a series of interactive educational modules, day-long retreats and college visits for teen women and provides mentors to encourage the participation to think about college opportunities. The ECHO Program at Seaside High School serves approximately 25-35 girls.

The last donation to Girls Incorporated of the Central Coast was in the amount of Three Thousand Dollars (\$3,000.00) and was approved at the October 6, 2016 City Council meeting. Based on the Information provided to staff, the application meets the requirement of the Mayor's

Youth Fund Policy. The applicant has provided information on their proposed activities for "reduce, reuse, recycle" goals.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recover, Inc. donation to the Mayor's Youth Fund.

ATTACHMENTS

1. Mayor's Youth Fund request packet from_Girls Incorporated of the Central Coast
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Girls Incorporated of the Central Coast

Name of Individual Submitting Request: Patricia Fernandez-Torres

% Residents or Students of Seaside: 100%

#of Participants 25-30

Ages of Participants: 15-18 years old

Mailing Address: 318 Cayuga St., Suite 206, Salinas, CA 93901 (NEW address)

Phone Number: Home _____ **Work** 831-772-0882 **Cell** _____

E-mail Address: pattygirlsinc@gmail.com

1. Description of Event (Attach Additional Information as Necessary)

Support is requested for ECHO (Education, Careers, Health, and Opportunities), a yearlong leadership and mentoring program offered at Seaside High School. Please see attachment for program description

2. Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary.

Funds will be used for retreats, field trips and workshops focusing on planning for college, careers and engagement. Please see attached for additional information.

3. Description of how your participation in this event or activity benefits the City of Seaside. See Mayor's Youth Fund Contribution Policy.

Young women will gain knowledge and skills in goal setting, decision-making, planning for college and career, civic engagement, leadership, mentoring and program planning. They use these skills to help create positive community change. Please see attached for additional information.

4. Total Amount Requested: (See Contribution limits) \$3,000

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

1. Description of Event:

Funding from the Seaside Mayor's Youth Fund will help support ECHO (Education, Careers, Health, and Opportunities) a year-long leadership and mentoring program for at-risk young women at Seaside High School. Young women are encouraged to stay in school, pursue post-secondary education, avoid pregnancy, and plan for future careers. They participate in a series of interactive educational workshops, retreats, and field trips on such topics as planning for college and a career, public policy advocacy, health and nutrition, public speaking, and financial literacy. ECHO focuses on the value of graduating from high school, choosing the right courses to attain a college education, developing specific goals, avoiding risky behaviors, and making decisions to achieve success. By helping girls acquire the skills and confidence to accomplish these goals and pursue a fulfilling career, we are moving girls in Seaside from poverty to self-sufficiency. Two adult mentors and two Youth Leaders (graduates of the previous year's ECHO program) facilitate the program. Youth Leaders are hired and trained in facilitation, evaluation, classroom management, public speaking, mentoring, and program planning.

2. Description of how funds will be used:

Funds will be used to assist Girls Inc. in implementing a series of workshops, retreats, and field trips on college preparation, careers, public policy advocacy, and civic engagement:

1. In the fall, Seaside High School girls will join girls from other ECHO high school sites and participate in the workshop "I Plan My Future: Preparing for College", facilitated by college counselors and ECHO mentors. This workshop focuses on UC and CSU admission requirements, financial aid, scholarship opportunities, how to evaluate their high school transcripts, and completing college and financial aid applications. Each young woman will also create an academic plan.
2. The workshop is followed by an all-day college retreat, where they will visit two college campuses. Past campuses included Stanford, UC Santa Barbara, CSU East Bay, UC Berkeley, Cal Poly, and CSU San Francisco. Young women tour the campuses, and meet with current attendees to discuss college life, potential majors, and characteristics of that particular college. As a result, last year 100% of participants stated they could see themselves attending college; 95% said they would attend one of the colleges they visited.
3. Also in the fall, students participate in a workshop on voting, an initiative that promotes civic engagement by teaching girls that they can have an impact on public policy through voting and running for office when they are older. "She Votes" provides girls with a behind-the-scenes look at what it takes to run for political office, serve as an elected official, and explain how important it is for girls to vote.
4. In February 2018, young women will participate in the workshop "I Take Action: Participating in Making Policy," in which they learn that they can make a difference by informing themselves about issues, speaking up for things they care about, and working with the political process to make changes. They will also learn about policy making, how bills become law, and how to lobby their legislators.
5. Following the workshop, they will visit the State Capitol, tour the Capitol and speak directly with legislators. Last year, the group met with Assembly Member Anna Caballero, Senator Bill Monning, Assembly Member Mark Stone, and Baltazar Cornejo (Anthony Cannella's legislative aide). Some of the issues addressed by participants included support for better roads, questions about the current state of DACA, how to obtain funding for community programs, plans for ending gang violence, and passing anti-bullying legislation.

6. While in the Sacramento area, the girls will also tour either UC Davis or CSU Sacramento, and speak to current students and Girls Inc. alumnae about college life. This experience exposes them to young women from their home community, who have successfully made the transition from high school to college, encouraging them to set and achieve their own goals for attending college.
7. Following the Sacramento trip, ECHO focuses on career goals with two modules: "I Make a Difference in the World of Work" and "I Create Fulfilling Work: Preparing for a Career." These workshops offer a virtual tour to discover what it will take to achieve the lifestyle they want to live, exposing them to different career choices. Guest speakers discuss their work, success and challenges encountered in their career paths, and the educational requirements needed to pursue those careers. Participants will create a resume and engage in mock job interviews, gaining practical skills they will need to realize their career goals.

Environmental Nexus:

Seaside participants participate in two annual events each year: the Big Sur Half-Marathon in November and the Big Sur Marathon in April. The girls help educate the public about the importance of keeping the coasts clean. These events are well known as zero-waste events, and the girls are vital to that process. They work to make sure all waste from the events is sorted into recycling and composting receptacles.

3. Benefits to Participating Youth and the City of Seaside:

As previously stated: the purpose of ECHO is to encourage young women to stay in school, pursue post-secondary education, avoid pregnancy, and plan for future careers. As a result of their participation in ECHO, participants do graduate from high school, apply to college, identify a career path, and avoid getting pregnant. Graduates report increased self-confidence and a determination to succeed, no matter their socio-economic circumstances. Several young women from Seaside High School will apply to become Youth Leaders, as they have in the past. In co-creating partnerships with adults, young women have opportunities to practice being leaders, role models, teachers, and mentors. They learn the value of giving back to their community, and actively desire to help younger girls realize their dreams. This experience develops in the Youth Leaders a commitment to creating positive change in their own lives, the lives of the girls they mentor and the community they serve. Younger teens experience the leadership skills of the Youth Leaders and want to emulate them.

Through our civic engagement activities: (1) Participants learn that they can make a difference by informing themselves about issues, speaking up for things they care about to their local legislators, and working with the political process to make changes and (2) "She Votes", teaches girls that they can have an impact on public policy through educating themselves about candidates, voting and running for office. As a result of these activities, many girls have expressed a commitment to getting more involved in their communities and schools, and reported a strong desire to have a voice in how decisions are made in their communities and country.

Our participants are role models for other girls and young women, demonstrating that no matter their economic or racial/ethnic backgrounds, academic success and economic self-sufficiency are possible. The majority of young women served are the first in their families to graduate from high school or go to college. This paves the way for siblings, friends and extended family members to follow in their footsteps. Youth Leaders work within their home communities, practicing and honing their leadership skills as part of a community that supports them. ECHO also offers women from Seaside the opportunity to become mentors to the girls, where they play a significant role in the lives of the young women with whom they work.

Furthermore, inspiring girls to follow their dreams, pursue a college education, plan for careers, and develop leadership and employable job skills benefits both the girls and Seaside community. It helps provide employers with a motivated, educated, qualified, and experienced work force – and provides the young women with opportunities to earn an income that moves them from low-paying job options to professional careers.

4. Itemized Request: \$3,000

Funds will be used to help support ECHO's implementation at Seaside High School. Total expenses for these activities for Seaside participants is \$27,500, which includes retreat transportation, Youth Leader training and wages, materials and supplies, food, staff salaries, and operating expenses. Funding will be used specifically for the college and State Capitol retreats, as well as the workshops on college planning, civic engagement, and careers.

Girls Inc. pursues funding from many local and national foundations, individual donors, and corporations. We hold two fund raising events each year that benefit all Girls Inc. programs, including Seaside. We have been offering ECHO at Seaside High School for 16 years.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

NOV 14 2006

Date:

GIRLS INCORPORATED OF THE CENTRAL
COAST
369 MAIN ST STE M
SALINAS, CA 93901

Employer Identification Number:
20-5040398
DIN:
17053199047016
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 12, 2006
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

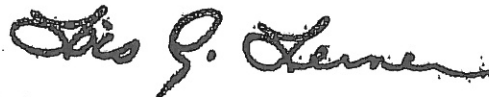
Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

GIRLS INCORPORATED OF THE CENTRAL

Sincerely,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

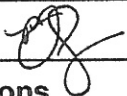
Letter 1045 (DO/CG)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Girls Incorporated of the Central Coast	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 318 Cayuga Street, Suite 206	Requester's name and address (optional)
	6 City, state, and ZIP code Salinas, CA 93901	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																														
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																														
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶  Date ▶ 9/26/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**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: October 19, 2017

**SUBJECT: ADOPT A RESOLUTION TO APPROVE A SERVICE
MAINTENANCE AGREEMENT WITH BEAR ELECTRICAL
SOLUTIONS TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHT
MAINTENANCE SERVICES FOR AN AMOUNT NOT TO
EXCEED SEVENTY THREE THOUSAND NINETY DOLLARS \$73,090**

PURPOSE

To approve a service maintenance agreement with BEAR Electrical Solutions for the maintenance of the city owned traffic signals and street lights for a term of three years for an amount not to exceed Seventy Three Thousand Ninety Dollars (\$73,090).

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager to execute a maintenance service agreement with BEAR Electrical Solutions to provide traffic signal and street light maintenance services for a term of three years for an amount not to exceed Seventy Three Thousand Ninety Dollars (\$73,090).

BACKGROUND

The City operates and maintains 22 signalized intersections and 336 street lights. The existing traffic signal maintenance agreement is over 30 years old and does not include street light maintenance. Staff solicited an Request for Proposal/Qualifications (RFP/RFQ) for Traffic Signal and Street Light Maintenance Services on August 28, 2017. Two proposals were received on the closing date of September 21, 2017 from Seimens Industry Inc. and BEAR Electrical Solutions.

Proposal

Contractor	Location	3-Year Term
Seimens Industry Inc.	West Sacramento	\$80,780
BEAR Electrical Solutions	Alviso	\$73,090

The agreement's term is for three years with two optional years for a total of no more than five years. The services covered in the agreement includes an initial traffic signal health check and preventative maintenance. The following additional services will be based upon the hourly rates identified in the proposal:

- Unscheduled Repairs
- Emergency Response (24/7 service)
- Underground Service Alerts

Based upon a combination of cost and qualifications, BEAR Electrical Solutions was deemed to be the most responsive, responsible bidder and has the requisites to meet the City's needs. BEAR Electrical Solutions serves the cities of Monterey and Salinas in the same capacity with favorable responses.

It is recommended that the City Council adopt a resolution authorizing the City Manager to enter into a Service Maintenance Agreement with BEAR Electrical Solutions for an amount not to exceed Seventy Three Thousand Ninety Dollars.

FISCAL IMPACT

The proposed contracted would be reimbursed under Account Number 210-0-8210-2077, Traffic Signal Maintenance. The line item budget for this account for this fiscal year is \$75,000. Therefore, the contract value is less than the budget and can be paid from the current budgeted amount.

ATTACHMENTS

1. Resolution
2. Service Maintenance Agreement

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

AWARDING A MAINTENANCE SERVICE AGREEMENT TO BEAR ELECTRICAL SOLUTIONS FOR AN AMOUNT NOT TO EXCEED SEVENTY THREE THOUSAND NINETY DOLLARS TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES AND AUTHORIZE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS the City operates and maintains 22 signalized intersections and 336 street lights with a current contract of over 30 years old and does not include street light maintenance; and

WHEREAS, a Request of Proposal/Qualifications for Traffic Signal and Street Light Maintenance was issued on August 28, 2017, for a 3 year term with two optional years for preventative maintenance services; and

WHEREAS, based upon a combination of cost and qualifications, BEAR Electrical Solutions was the lowest responsible responsive bid; and

WHEREAS, the proposal from BEAR Electrical Solutions indicated hourly rates for unscheduled maintenance, emergency response, and underground service alerts; and

WHEREAS, BEAR Electrical Solutions performs traffic signal, streetlight, and on-call maintenance services for several neighboring jurisdictions with favorable responses.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorize the City Manager to enter into a service maintenance agreement with BEAR Electrical Solutions to provide traffic signal and street light maintenance services for an amount not to exceed Seventy Three Thousand Ninety Dollars (\$73,090) and a period of three years with two optional years.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 19th day of October, 2017 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

City of Seaside
TRAFFIC SIGNAL AND STREETLIGHT
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective _____, by and between the City of Seaside, a municipal corporation ("AGENCY"), and BEAR Electrical Solutions Inc., a corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the maintenance services and the scope of work described in **Exhibit A**, (hereinafter "Project").

By entering into this Agreement, CONTRACTOR acknowledges that there may be other CONTRACTORS on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other CONTRACTORS and will do nothing to delay, hinder, or interfere with the work of other separate CONTRACTORS, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate CONTRACTOR, its sole remedy will be a direct action against the separate CONTRACTOR. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate CONTRACTOR.

- a) CONTRACTOR shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONTRACTOR hereunder in meeting its obligations under this Agreement.
- b) City Engineer and/or Public Works Manager shall represent AGENCY in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONTRACTOR, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONTRACTOR. AGENCY's City Manager, shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONTRACTOR's compensation.
- c) AGENCY shall at all times have the right to inspect the work and materials. CONTRACTOR shall furnish all reasonable aid and assistance required by AGENCY for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONTRACTOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

- d) CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. CONTRACTOR further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The CONTRACTOR shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.
- e) At all times during the term of this Agreement, CONTRACTOR shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.
- f) CONTRACTOR is and shall at all times remain as to AGENCY a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.

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

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

- g) The CONTRACTOR will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.
- h) CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by CONTRACTOR or in any way affect the performance of its service pursuant to this Agreement. CONTRACTOR shall at all times observe and comply with all such laws and regulations. AGENCY, and its officers and

employees, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this Section.

- i) CONTRACTOR agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.
- j) CONTRACTOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither CONTRACTOR nor any person acting on CONTRACTORs behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. CONTRACTOR further agrees to comply with all laws with respect to employment when performing this Agreement.
- k) CONTRACTOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement. To insure performance, CONTRACTOR and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of AGENCY, each in the amount of one hundred percent (100%) of the value of the contract.
- l) CONTRACTOR declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the will receive compensation, directly or indirectly, from CONTRACTOR, or from any officer, employee or agent of CONTRACTOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling AGENCY to any and all remedies at law or in equity.

II. TERM

This Agreement shall commence on _____, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than 11/30/2022, unless sooner terminated pursuant to the provisions of this Agreement.

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Maintenance Schedule, contained in **Exhibit A**. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to **Exhibit A**, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

II. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of Seventy Three Thousand Ninety Dollars (\$73,090).

III. PAYMENTS

AGENCY agrees to pay CONTRACTOR monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Seventy Three Thousand Ninety Dollars (\$73,090) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORS by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.]

IV. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall

reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of AGENCY.

V. PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Monterey County.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 and 1777.6 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VI. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VII. WARRANTIES

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

VIII. DEFAULT OF CONTRACTOR

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

IX. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

X. OWNERSHIP OF DOCUMENTS

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

shall give AGENCY the right to examine and audit said books and records at 1341 Archer Street, Alviso, CA 95002-0924 ; shall permit AGENCY to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the AGENCY for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of AGENCY and may be used, reused, or otherwise disposed of by AGENCY without the permission of CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to AGENCY, at AGENCY's office and upon reasonable written request by AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

XI. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

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

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

XII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a CONTRACTOR's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a

CONTRACTOR's License, issued by the State of California, which is current and in good standing.

XIII. REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code:

“A CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered CONTRACTOR to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the CONTRACTOR is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Robert Asuncion whose title is Vice President, is authorized to act for and bind the corporation.

XV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVI. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVII. NOTICES

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

Traffic Signal and Streetlight Maintenance
August 21, 2107

postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: City of Seaside
 Public Works/Engineering
 440 Harcourt Avenue
 Seaside, CA 93955

To CONTRACTOR: BEAR Electrical Solution Inc.
 P.O. Box 924
 Alviso, CA 95002

XVIII. THIRD PARTY BENEFICIARIES

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

XIX. ASSIGNMENT

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

XX. GOVERNING LAW

AGENCY and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the AGENCY. CONTRACTOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

XXI. ATTORNEY'S FEES AND COURT VENUE

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

XXII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties relating to the obligations of the parties described in this Agreement and supersedes all prior negotiations, representations and agreements, either written or oral. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement can be modified only by an amendment in writing, signed by both parties. Neither AGENCY nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXIV. SEVERABILITY

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

CONTRACTOR
BEAR Electrical Solutions Inc.

AGENCY
City of Seaside

By: _____
Robert Asuncion

By: _____
Craig Malin

Title: Vice President

Title: City Manager

Date: _____

Date: _____

EXHIBIT A
(Insert Request for Proposal)

REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE AND STREETLIGHT
MAINTENANCE SERVICES
SEASIDE, CALIFORNIA
AUGUST 28, 2017

PROPOSALS DUE SEPTEMBER 21, 2017
CITY OF SEASIDE

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I. INTRODUCTION

The Public Works Department of the City of Seaside (the City) is requesting proposals from qualified firms/contractors licensed in the State of California to provide traffic signal maintenance services and streetlight maintenance services. The City intends to select a contractor through the Request for Proposal selection process, and intends to execute a contract agreement with the selected firm for services to be provided. The selected contractor will work and coordinate with the City of Seaside Public Works Department. The City desires to enter into an agreement for a three (3) year period with an option to extend for up to two more years.

II. BACKGROUND

The City of Seaside is soliciting Request for Proposals (RFP) from qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work. The City operates and maintains 22 signalized intersections with a variety of traffic signal controllers and 284 street lights. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost-effective, and quality professional services to the City.

The selected Contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, street light, and other related electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all the City's traffic signal related electrical operation systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism, and other factors that may result in the need for emergency responses maintenance services. The City expects traffic signal technicians, familiar with the City's facilities, to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work.

III. SCOPE OF WORK AND PAYMENT

A. GENERAL DESCRIPTION

The Contractor shall provide routine preventive maintenance, scheduled repairs, and emergency repairs to traffic signals, traffic signal equipment, street lights, and other related equipment by duly trained and qualified personnel. A list of all traffic signalized intersections is listed in Attachment A. The Contractor shall also perform street light maintenance, as needed, on all city-owned street lights upon request of the City. A list of types of city-owned streetlights is included in Attachment A.

The Contractor shall also perform utility location services as requested by Underground Service Alerts (USA) and at the direction of the City. All preventive maintenance will be billed at an established flat rate, with additional emergency work/unscheduled repairs and scheduled repairs paid at hourly labor rates and vehicle and equipment rates, in accordance with the cost proposal included in Attachment C: Proposal Forms.

An inability to provide routine preventive maintenance to each traffic signal and street light may cause the Contractor to be subject to liquidated damages.

The Contractor shall maintain emergency service response of the City's traffic signals and street lights on a twenty-four (24) hour per day, seven (7) days per week basis, including all holidays.

The Contractors must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least thirty-five (35) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All of the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with City staff.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, street lights, and flashing beacons in the City in compliance with currently Caltrans and City standards and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment are used or installed in the City.

The Contractor shall furnish temporary flashing beacons and other (portable) replacement equipment for non-operational traffic signals. Contractor furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make, and model. The Contractor shall provide traffic control and/or lane closures that conform to Federal Highway Administration (FHWA) – California Manual on Uniform Traffic Control Devices (CAMUTCD) for all field activities performed by Contractor.

The Contractor shall cooperate with the City in recalibrating traffic signal coordination timing and progression. The Contractor may diagnose and make recommendations to the City on equipment upgrades, signal timing and phasing, however the Contractor shall make modifications to equipment or the timing of traffic signals only upon the direction or advance written approval from the City. During emergency conditions the Contractor shall assure full cooperation with the City and those employees of the City and other agencies as requested by City.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this

contract to the City. The Contractor will be required to maintain any additional traffic signals, lighted crosswalks, and appurtenant devices as they are installed, or become a part of the maintenance requirement to the City.

B. MAINTENANCE REQUIREMENTS

i. Initial Traffic Signal System Health Check

At the beginning of the new maintenance contract, the contractor shall perform a traffic signal health check at each intersection. The objective is to determine whether or not the traffic signal system is operating at its full potential. A secondary objective of this health check is to assist the City in planning for future maintenance and upgrade needs by identifying existing components that are not consistent with current industry standards and/or subject to equipment failure and need for repair. Contractor shall provide City a report that summarizes the initial traffic signal system health check with recommendations to maintain system operations and prevent future maintenance and performance issues. The report should include an inventory of the equipment in the controller cabinet at each location. Additionally, the report shall note any discontinued equipment currently deployed. Items to be checked include:

- Age and operation of traffic controller (includes screen, buttons, lights)
- Age and operation of conflict monitor
- Age and operation of detector outputs
- Check inductance of traffic loops
- Check splices of electrical wires in pull box and at terminal boxes
- Check splices of DLC in pull box or hand holes
- Check electrical wire inputs and outputs in traffic cabinet
- Check cabinet filter and fan
- Check BBS operation, including battery life and inverter

Contractor shall submit a draft final version of the Initial Traffic Signal System Health Check Summary Report for review by the City. The City shall review the draft final report and, if deemed incomplete, provide a written response to the contractor with a description of the basis of the determination that the report is incomplete within thirty (30) days from the date the City receives the draft report. Payment for the Initial Traffic Signal System Health Check as shown in Attachment C: Proposal Forms shall be approved by the City based on the submittal of an invoice requesting payment with the final Initial Traffic Signal System Health Check Summary Report attached.

ii. Preventive Maintenance

The Contractor shall provide a routine, comprehensive preventive maintenance program designed to minimize outages and malfunctions; reduce complaints; and extend the useful life of the traffic signal equipment. The Contractor will be required to furnish and use a Preventive Maintenance Inspection Checklist Form as included in Attachment C: Proposal Forms. The Contractor shall provide one electronic copy of the maintenance checklist to the City following each inspection, maintain a copy of the checklist in the

traffic signal controller cabinet, and maintain a copy of the maintenance checklist at the Contractor's office of record. The program shall include monthly, quarterly, semiannual, and annual inspection of each of the signalized intersections. At a minimum, the following shall be performed for each signalized intersection:

- Intersection inspections to confirm vehicle and pedestrian operations;
- Vacuum and clean interior and exterior of controller cabinet;
- Visual inspection of vehicular traffic signal heads and pedestrian heads. Replace all lamps at 80% of rated life;
- Physical operation of pedestrian push button and audible equipment;
- General operation of the traffic signalized intersection;
- Observe Traffic Signal operations and check timing against traffic signal timing sheet. Make recommendations as needed;
- Change traffic signal timing and programs as directed by the City Engineer or his or her designee;
- Any deficiencies, repairs or recommendations for any traffic signal equipment work required will be reported to the City. A proposal may be required before commencing repairs; and
- Check BBS battery and inverter condition/operation.

Payment for the preventative maintenance services shall be based on the annual costs shown in Attachment C: Proposal Forms. Payments for preventative maintenance shall be approved based on actual services performed and documented in Activity Reports as required in the Scope of Work. Payments for preventative maintenance services shall not be approved more than one time per month in arrears based on invoices submitted by the contractor with the required Monthly Activity Reports attached. Payments for preventative maintenance services shall not exceed an amount determined by the pro-rata share of the annual cost shown in Attachment C: Proposal Forms for the number of intersections maintained during the period covered by the invoice for payment.

iii. Scheduled Repairs

The Contractor shall identify, investigate and determine corrective requirements for any reported malfunction, failure, or outage of the traffic signal and street lighting systems. The equipment and components to be maintained and repaired shall include, but are not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, LED Illuminated Street Name Signs, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, and Signal and Safety Light Wiring in Poles.

Scheduled repairs may include assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

The contractor shall provide the City with an estimate of the costs for scheduled repairs not less than five (5) working days prior to the scheduled beginning of the repairs. The estimate shall be based on the estimated technician, equipment and material costs using the hourly rates shown in the Cost Proposal in Attachment C: Proposal Forms. The Contractor shall not begin work on any scheduled repairs until City has approved the estimate for the repairs in writing. Payment for scheduled repair services shall be compensated on a time and materials basis using the hourly rates shown in Attachment C: Proposal Forms for the actual technician, equipment and material costs. Invoices for equipment or materials purchased by the Contractor will not be approved for payment by the City until the equipment or materials are fully installed and functioning as intended. Payment for scheduled repairs shall not to exceed the amount approved in the estimate without a written amendment to the estimate. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

iv. Emergency Response Work

The City may request that the Contractor perform emergency response work on the traffic control system. The Contractor shall provide and maintain emergency services response on a twenty-four (24) hours per day, seven (7) days per week basis (24/7), including all holidays. This work shall be performed on a time and materials basis in accordance with the hourly rates shown in the Cost Proposal in Attachment C: Proposal Forms. The Contractor shall provide the City with a contract name and phone number of personnel responsible for 24/7 services.

Emergency Response Work may include, but is not limited to the following: Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controller and cabinet, damaged illuminated street name sign, damaged inductive loops, sensing elements, pedestrian push buttons, pedestrian signal heads, wiring, and other operational equipment related issues.

The contractor shall provide the City with an estimate of the costs for emergency response services as soon as practical following the identification of the need for the emergency response without impeding the timing of the response. The estimate shall be based on the hourly rates shown in Attachment C: Proposal Forms, the estimated material and equipment costs, and the approved markup shown in Attachment C: Proposal Forms. Payment for emergency response services shall be compensated on a time and materials basis using the hourly rates shown in the Cost Proposal in Attachment C: Proposal Forms for actual technician, equipment and material costs. Invoices for equipment or materials purchased by the Contractor will not be approved for payment by the City until the equipment or materials are fully installed and functioning as intended.

v. Equipment for Emergency Work

- Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours.

- The Contractor shall cover the cost of replacing any parts to the traffic signal system. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
- Notify the City representative in advance of any traffic signal deactivations (by phone and email) that may be required to provide the required services. Traffic signal deactivations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommend by the manufacturer.
- The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.

vi. Maintenance Records

Contractor shall create and maintain an inventory list of the equipment in the controller cabinet at each location at the beginning of this Agreement. The inventory shall include the model manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be updated at least once every six-month period and any time inventory is added, removed, replaced, updated or upgraded in the controller cabinet. Copies of updated controller cabinet inventory lists shall be furnished to the City in Microsoft Excel Format within three working days from the time they are updated.

Contractor shall provide the preventative and routine maintenance described in this Scope of Work and in accordance with the Preventive Maintenance Inspection Checklist shown in Attachment C: Proposal Forms. Contractor shall maintain a copy of the Checklist at each intersection. The Checklist shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal head, lenses, lamps and signal poles, etc.).

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City's representative shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

vii. Monthly Activity Report

The Contractor shall provide a Monthly Activity Report to the City by the fifteenth working day of each month for the previous month's activities. The report shall be provided both as a printout and pdf transmitted by e-mail and attached to the monthly invoice.

No payment will be made without submittal of the report. The report shall include:

1. Preventive Maintenance: Time and date the preventive maintenance was performed, including monthly, quarterly, semiannual, and annual inspections as indicated on the Preventive Maintenance Inspection Checklist shown in Attachment C: Proposal Forms.
2. Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection. Invoices for scheduled repair services shall include the actual technician, equipment and material costs compared to the approved estimate for the scheduled repair.
3. Emergency Responses: Time the service calls were received, the origin of the call, time Contractor arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, equipment and materials used for the repair, description of the cause of the need for repair (e.g. accident or vandalism), and a special listing of intersections with three or more emergency calls in one month.

viii. Response Time and Service Availability

The Contractor shall provide response and service on twenty-four (24) hours per day, seven (7) days per week basis. Immediate action shall be taken to safeguard the public anytime a signal installation becomes partly or totally inoperative from any cause whatsoever. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services. The maximum response times shall be as follows:

1. Emergency and accident maintenance – one (1) hour
2. Replacement of burned out signal faces – two (2) hours
3. All other signal maintenance – twenty-four (24) hours
4. Safety Lighting or Street Lighting– forty-eight (48) hours
5. Illuminated Street Name Sign – forty-eight (48) hours

Signal on flash, signal blackout not caused by power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City may extend the maximum response time for maintenance on a case-by case basis if the signal remains operational in a satisfactory manner and the conditions poses no immediate hazard to the public.

Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due to the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

ix. Signal Shut Down and Signal on Flash

The Contractor shall immediately notify the City's Public Works Department, Seaside Police Department, and Seaside Fire Department of any signal turn-offs or signal on flash necessitated by their operations. Signal shut down of any duration and signal on flash

operations in excess of fifteen (15) minutes must be first authorized by the Public Works Department.

x. Spare Equipment and Salvaged Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as directed by the Public Works Department. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor at Contractor expense. Components such as mast arms and luminaries that are undamaged may be reused at the direction of the City.

xi. New Traffic Signal

The Contractor shall maintain new traffic signals, safety lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of the maintenance requirements of the City. As requested by the City, the contractor shall provide support and review of new traffic signal turn-ons.

C. UNDERGROUND SERVICE ALERT (USA) MONITORING

The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the markings at any signalized intersection that may be scheduled for construction work or excavations as evidenced by notification form USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an Intersection Record Log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law. Compensation for providing USA – Dig Alert services identified above will be paid at the flat rate per occurrence shown in the Cost Proposal in Attachment C: Proposal Forms.

D. WARRANTY SERVICE

New equipment installed by the Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance by the City. Where parts or materials become defective

during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

E. PAYMENT

Payments will be made within thirty (30) days after an invoice has been approved by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment shall be included with the invoice. Copies of reports and other documents or electronic files required by the Scope of Work to be created during the invoice period must be submitted and accepted by the City before the City will approve an invoice for the services related to producing the documents or electronic files.

F. WORKING DAY

The Contractor's working day activities for preventive maintenance and scheduled repairs shall be limited to the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City.

The following is a list of holidays on which contract service will not be performed:

New Year's Day – January 1st

Martin Luther King Jr. Birthday – Third Monday in January

President's Day – Third Monday in February

Cesar Chaves Day – March 31st

Memorial Day – Last Monday in May

Independence Day – July 4th

Labor Day – First Monday in September

Veterans' Day – November 11th

Thanksgiving- Fourth Thursday of November

Day after Thanksgiving (Friday)

Christmas Eve – December 24th

Christmas Day – December 25th

IV. WAGES PAID TO CONTRACTOR’S WORKERS

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a “public work” as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Departmental of Industrial Relations options and interpretations relative to traffic signal maintenance. Failure to comply with the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

V. CONTRACT PERIOD

Initial Term: The first year of the Initial Term shall be a “probationary period” during which the City will evaluate Contractor’s performance and the satisfaction of the City with Contractor’s performance. The City shall have the right, in its sole and absolute discretion, to terminate this contract after completion of such probationary period by providing Contractor with notice of the City’s desire to terminate within 3 weeks after the expiration of the probationary period. If the City exercises its right to terminate this contract after the completion of the probationary period, the contract shall cease to exist. If the City fails to exercise its right to terminate after completion of the probationary period, the Initial Term shall continue and conclude three years from the Effective Date.

Optional Extension Period: If the City fails to exercise its right to terminate after completion of the probationary period, the City may in its sole and absolute discretion, exercise the right to extend the contract term by up to two (2) years after completion of the Initial Term, for a total contract term not to exceed five years. The City may exercise the optional extension period at any time before the expiration of the Initial Term by providing Contractor with notice of the City’s decision to exercise such option.

VI. SCHEDULE

Notice for Request for Proposal (RFP) posted and issued..... August 28, 2017
Deadline for receipt of Written (Email) Questions.....September 7, 2017 at 5:00 PM
Addenda – Answers to Questions Released (if necessary)..... September 12, 2017
Deadline for receipt of Proposals.....September 21, 2017 at 3:00 PM
Interviews (Optional).....TBD
Contract awarded by City Council.....October 19, 2017

VII. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

The Contractor shall possess a valid, current and in good standing Class A or Class C10 contractor’s license issued by the California State Contractor Licensing Board. A copy of the

contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

The Contractor shall have on-staff, certified personnel with the following qualifications:

1. Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
2. Level Two technician with certification by the international Municipal Signal Association (IMSA) with at least three (3) years of experience in traffic signal repairs.

The submitted Proposal shall identify by name and certified personnel who will be available and would be assigned to provide traffic signal maintenance services to the City.

The Contractor shall be skilled and regularly engaged in traffic signal maintenance as well as performing Underground Service Alerts (USA's). Provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the Contractor is currently providing the services described in this Solicitation. Provide an additional two (2) references for which the Contractor previously provided the services described in this Solicitation within the last five (5) years. All listed references shall be a municipal, city or county governmental agency.

VIII. FORM AND CONTENT OF PROPOSAL AND COST PROPOSAL

The proposal shall describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The Proposal shall also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements, and to provide the deliverables required in this RFP.

Please note that this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City relies on the professionalism and competence of the proposer to be knowledgeable of the general areas identified in the Scope of Work and adequately competent to include in its proposal all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc. The City will not approve amendments to the contract which do not involve a substantial change from the general Scope of Work identified in this RFP.

Each proposal package shall consist of the format described below. Due to demands on the time of the Selection Committee members, please limit your submittal to 15 pages and number all pages. Submittals that are longer in length or do not conform to the submittal format described below may be removed from consideration at the discretion of the City. The cover letter, required forms, tab, dividers, and appendix do not count toward the page limit. Submittals shall address the following six (6) areas of interest and be organized as follows:

1. Provide a brief introduction, the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm including geographical areas your firm provides traffic signal maintenance services. Provide principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Provide a list of key persons proposed to work on this project and the type of training they have completed that is directly related to the performance of the traffic signal maintenance and repair services requested under this RFP. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Provide a list all sub-contractors proposed, and identify each sub-contractor's role in the contract and the type of training they have completed related to this RFP.
3. Provide a minimum of three (3) references from other municipal, city, or county governmental agencies for which the Contractor is currently providing the services described in this RFP. Provide an additional two (2) references for which the Contractor previously provided the services described in this RFP within the last five (5) years. All references shall be a representative of a municipality, city, or county governmental agency. Current contact information, i.e. name, title, telephone number, and email address, and the individual's role in the agency should be included for each reference provided.
4. Demonstrate your understanding of the tasks and services described in the Scope of Work, and provide a Work Proposal/Approach to accomplish the services described in this RFP.
5. Provide a list of any exceptions to the language in the sample agreement, including insurance requirements, provided in Attachment B: Sample Maintenance Service Agreement.
6. Provide the completed forms provided in Attachment C: Proposal Forms. All forms included in Attachment C: Proposal Forms must be complete and the entire package certified as indicated on the forms.

IX. QUESTIONS AND ADDENDA

Please direct any questions regarding this RFP, including any request for the City to issue a formal written clarification or correction for a discrepancy or omission in this RFP, **via email** to Ms. Leslie Llantero at lllantero@ci.seaside.ca.us with, "Question Regarding Traffic Signal and Street Light Maintenance Services," in the subject line so they can be readily identified as a question related to this RFP. Any question or request for formal written clarification or correction must be received by the City by the due date for written (email) questions specified in the Schedule Section of this RFP. The City will provide responses and/or written clarifications in the form of an addendum to this RFP by the date indicated in the Schedule Section of this

RFP. Responses and/or written clarifications will be posted on the City website and sent by e-mail or faxed to all interested parties that have provided contact information to the City for this RFP. All addenda shall become part of this RFP.

X. SUBMITTAL OF PROPOSALS

Please submit one (1) electronic copy in PDF format of your Proposal and the required forms included in Attachment C: Proposal Forms via email to llantero@ci.seaside.ca.us or mail a flash/thumb drive to the address below; and four (4) hard copies of your Proposal at the City of Seaside's offices not later than 3:00 p.m. Pacific Time on Thursday, September 21, 2017, addressed as follows:

Ms. Leslie Llantero
RFP-Traffic Signal & Street Light Maintenance Services
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

Proposal packages must be certified and signed by an authorized representative as provided for in Attachment C: Proposal Forms.

Proposal packages received by the City after the deadline will not be accepted. Proposals will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or file attachments larger than 5 Mbytes. It is incumbent upon the proposer to ensure that email transmissions are received at the email address listed above.

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

XI. EVALUATION PROCESS

Agency staff will review each proposal for completeness and content. Each proposal will be evaluated based upon the information provided in the proposal package and the relevant qualifications and experience of the Contractor. Staff may conduct interviews if necessary, or may complete its evaluation based solely on the proposals. References will also be verified. The proposal review will focus upon the following criteria:

1. *Organization*: Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff*: Do the qualifications of key personnel listed in the proposal coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite experience and certifications?

3. *Experience*: Has the firm demonstrated the ability to successfully provide services for agencies of a similar size and nature as described herein?
4. *Professional Standing*: Are the Contractor's references from past clients and associates favorable? Are the services provided professional, reliable and cost effective?
5. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness*. Ability to perform services in the City of Seaside at a fair and reasonable cost. Ability to respond to request for service in a timely manner as specified in this RFP.

Proposals will be ranked on the basis of a combination of cost and qualifications. If interviews are conducted, Contractors selected for interview will be contacted at that time to arrange the date and time for their interview.

XII. SELECTION PROCESS

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

XIII. ACCEPTANCE OR REJECTION OF PROPOSAL

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

XIV. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the City will select a Contractor with which to enter into negotiations for the assignments described. The selected Contractor shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the sample agreement in Attachment B: Sample Maintenance Service Agreement.

XV. INSURANCE REQUIREMENTS

The selected Contractor, at Contractor's sole cost and expense and for the full term of the contract or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the sample agreement in Attachment B: Sample Maintenance Service Agreement.

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

The selected Contractor shall satisfy these insurance requirements prior to approval of the contract. Any issues with respect to insurance requirements shall be included with the list of exceptions to the sample agreement in Attachment B: Sample Maintenance Service Agreement required by this RFP.

XVI. EXAMINATION OF PROPOSED MATERIAL

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

XVII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XVIII. DISQUALIFICATION

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

1. Evidence of collusion, directly or indirectly, by Contractor in regard to the amount, terms, or conditions of this proposal;
2. Any attempt to improperly influence any member of the selection staff;
3. Existence of any lawsuit, unresolved contractual claim or dispute between Contractor and the City of Seaside;
4. Evidence of incorrect information submitted as part of the proposal;
5. Evidence of Contractor's inability to successfully complete the responsibilities and obligations of the proposal; and
6. Contractor's default under any agreement, which results in termination of the Agreement.

XIX. NON-CONFORMING PROPOSAL

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

XX. PROHIBITION OF GIFTS

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

XXI. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XXII. ADDITIONAL TERMS AND CONDITIONS

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

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

XXIII. ATTACHMENTS

- A: Signalized Intersections and Types of Street Lights
- B: ~~Sample Maintenance Service Agreement~~
- C: Proposal Forms

Attachment A: Signalized Intersections and Types of Street Lights



EXHIBIT A

Traffic Signals

- ARMY
- CALTRANS
- SEASIDE

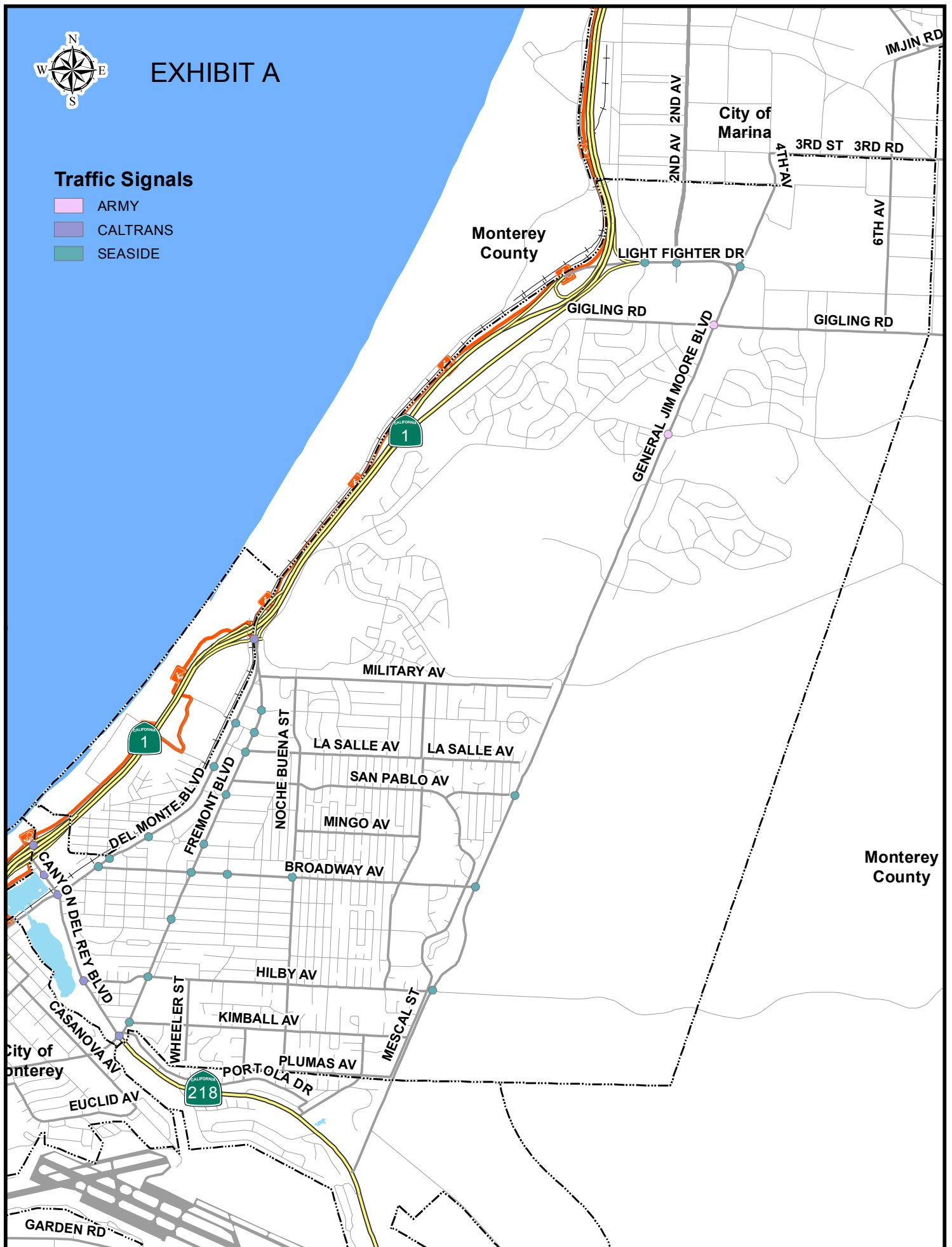


Exhibit A

City of Seaside

Signalized Intersections and Types of Streetlight

Streetlight locations

- 1 Fremont Blvd/Kimball Ave
- 2 Fremont Blvd/Hilby Ave
- 3 Fremont Blvd/Sonoma Ave
- 4 Fremont Blvd/Broadway Ave
- 5 Fremont Blvd/Clementina Ave
- 6 Fremont Blvd/Echo Ave
- 7 Fremont Blvd/La Salle Ave
- 8 Fremont Blvd/Playa Ave
- 9 Fremont Blvd/Ord Grove Ave
- 10 Del Monte Blvd/Broadway Ave
- 11 Del Monte Blvd/Contra Costa
- 12 Del Monte Blvd/ Clementina Ave
- 13 Del Monte Blvd/Tioga Ave
- 14 Del Monte Blvd/Playa Ave
- 15 Broadway Ave/Terrace St
- 16 Broadway Ave/Noche Buena St
- 17 Broadway Ave/General Jim Moore Blvd
- 18 General Jim Moore Blvd/Hilby Ave
- 19 General Jim Moore Blvd/San Pablo Ave
- 20 General Jim Moore Blvd/Lightfighter Dr
- 21 Lightfighter Dr/2nd Ave
- 22 Lightfighter Dr/1st Ave

City of Seaside Street Light Summary

Location	Streetlights Size/Circuit	Pole Type	LSA-2
West Broadway/Seaside Highlands	High Pressure- 100W 9500L SL	Steel/Cast Iron	185
1945 Del Monte Boulevard	High Pressure- 200W 22000L SL	Concrete	1
Various	LED - 120.01 to 125.00W SL	Galvanized	30
Fremont Boulevard	LED - 170.01 to 175.00W SL	Galvanized/Concrete	46
Juarez	LED - 20.01 to 25.00W SL	Concrete	4
Various	LED - 35.01 to 40.00W SL	various	39
Monterey Road/Coe Avenue	LED - 60.01 to 65.00W SL	Aluminum	23
Del Monte Boulevard	LED - 90.01 to 95.00W SL	Concrete	8
Total			336

Request for Proposal

Traffic Signal Systems Preventative Maintenance

Inspection Checklist

	Recommended Interval:	Months			
A	OPERATIONAL TESTING	1	3	6	12
1	Observe intersection operations (4 cycles) from a drivers point of view (all directions)	X			
2	Observe pedestrian head operations (all directions)	X			
B	CABINET (per unit)	1	3	6	12
1	Lubricate hinges and lock.			X	
2	Clean filters.			X	
3	Replace filters.				X
4	Check waterproof seal (gasket).				X
5	Check anchor bolts.				X
6	Check for water accumulation and duct sealant.				X
7	Check for ground rod clamp and wire.				X
8	Check locks on the police door for proper operation.	S			
9	Check locks on main cabinet door for proper operation.	X			
10	Vacuum inside of police door area for dirt and dust removal.		X	X	
11	Vacuum inside of main cabinet area for dirt and dust removal.			X	
12	Check wiring schematics and records.				X
13	Check operation of fan and heater.	X			
14	Check circuit breaker.			X	
15	Check ground fault receptacle.		X		
16	Measure voltages at service inputs in cabinet.		X		
17	Check and record current being drawn.		X		
18	Check to make sure intersection phasing card and timing sheet are in the cabinet and in good condition	X			
C	SIGNAL HEADS (per unit)	1	3	6	12
1	Clean lenses, signs and reflectors.				X
2	Check alignment and reposition if necessary.	X	X		
3	Check for wear on the wire span, signal wire and hardware.			X	
4	Check mast arms, free swinging signals; check clevis and	X			
5	Check for cracks or rust in the hardware.	X			
6	Check for bent hoods, wing nuts and hinges.	X			
7	Replace substandard parts.	X			
8	Replace defective lenses and reflectors.	X			
9	Check locking ring (surface); install proper locking as			X	
10	Check condition of back plates (if used).	X			
D	MAST ARMS AND POLES (per unit)	1	3	6	12
1	Inspect for rust and spot paint as required.				X
2	Inspect joints for rust/cracks at arm/upright location and base.				X
3	Inspect anchor bolts for rust and tightness.				X
4	Inspect horizontal and vertical angle of the arm.				X

Request for Proposal

Traffic Signal Systems Preventative Maintenance

Inspection Checklist

E	PUSH BUTTONS (per unit)	1	3	6	12
1	Check and actuate push buttons on each end of actuated crosswalks and visually verified pedestrian signal operation; verify timing		X		
2	Check push button lamp (if one exists) for operation.		X		
3	Check push button signs; clean or replace if necessary.		X		
4	Check push button sign alignment.		X		
F	DETECTORS (per approach)	1	3	6	12
1	Visually inspect roadway along loop detector saw cut for exposed wires, cracks, potholes, etc.		X		
G	AMPLIFIERS	1	3	6	12
1	Check if the detector is detecting vehicles within its design zone of detection.	X			
2	Tune the detector if necessary.	X			
3	Check if the connectors are tight and secure.		X		
H	JUNCTION BOXES AND HAND HOLES (per unit)	1	3	6	12
1	Check integrity of the splices.			X	
2	Check the ground rod, clamp connection, and bonding of conduits.			X	
3	Check the insulation.				X
4	Check for abnormal amount of water.				X
5	Check lid for abnormal condition and fit.				X
6	Check for missing lids.				X
7	Check for standing water in boxes and conduits.				X
8	Check for dirt accumulation from ants and gophers.				X
I	RELAYS	1	3	6	12
1	Check for burned, pitted, or discolored contacts.	X			
2	Check for tight and secure fit into the sockets.	X			
3	For latch-type relays, check for latch operation per manufacturer's recommendations.	X			
J	FLASHERS	1	3	6	12
1	Check flash rate.				X
2	Check operation.	X			
3	Check for burned, pitted or discolored contacts.				X
4	Check for tight and secure in the sockets.				X
K	SWITCHES	1	3	6	12
1	Verify operation of each switch position.				X
2	Check for loose wires.				X
L	TERMINAL CONNECTIONS	1	3	6	12
1	Check visually for signs of corrosion or any abnormal conditions.				X
2	Tighten all terminal connections.				X
3	Check for discoloration and tightness.				X

Request for Proposal

Traffic Signal Systems Preventative Maintenance

Inspection Checklist

M	SOLID STATE, ANALOG AND MICROPROCESSOR-BASED CONTROL EQUIPMENT (per unit)	1	3	6	12
1	Check if the time settings match the master time sheet.	X			
2	Check if all indicator lamps on the modules are working; replace failed lamps.	X			
3	Check for extensions by detector actuation.	X			
4	Check if the modules are fitting tight and secure into the frame.	X			
5	Wipe dust off controller, detectors and auxiliary equipment.		X		
6	Replace prom module back-up battery.				X
N	CONFLICT MONITOR	1	3	6	12
1	Replace with bench-tested unit.				X
O	LOAD SWITCHES	1	3	6	12
1	Check if load switch packs are fitting tight and secure into their chassis.	X			
P	AUXILIARY LOGIC	1	3	6	12
1	Check operation.				X
Q	RELAYS	1	3	6	12
1	Check mercury relays (if used) for excessive splash.				X
R	INTERCONNECTED EQUIPMENT (per unit)	1	3	6	12
1	Check if controller operates in the mode selected by the supervisory master (i.e., time-based coordinator)		X		
2	Disconnect from the master supervisory system and check for "free operation".			X	
3	Check any special equipment per manufacturer's recommendations.	As required			
S	MISCELLANEOUS	1	3	6	12
1	Record all changes in timing, wiring or any function.	As required			
2	Record current flow at unmetered installations.	As required			
NOTES					
	The signal technician shall be trained in the maintenance and protection of traffic in accordance with the Manual on Uniform Traffic Control Devices and applicable state or local standards. Before any on the street check or tests are performed, the signal mechanic or technician shall install all the applicable warning signs, channelization devices and similar controls necessary to ensure safe operation of the intersection during preventative maintenance.				
	Each maintenance inspection shall be conducted by at least one signal technician. An inspection report should be completed for each inspection indicating the location, date, inspector's name, a list of all maintenance tasks performed and troubles found. One copy of each inspection report shall be required and shall be kept at the intersection.				

EXHIBIT B
(Insert Cost Proposal)

ATTACHMENT C: PROPOSAL FORMS

PROPOSAL DUE DATE: SEPTEMBER 21, 2017 AT 3:00 PM

The City of Seaside invites proposals to be enclosed in an envelope clearly marked:

“TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES PROPOSAL”

1. Return proposal package to: City of Seaside
Public Works Department
440 Harcourt Avenue
Seaside, CA 93955
2. Prices proposed shall represent compensation for all labor, equipment and material related costs for services performed and equipment or materials installed complete in place and accepted into the City's system.
3. Proposer shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
4. Proposals must include the proposal forms provided in this Attachment C signed by an authorized representative of the proposing firm.

PROPOSER INFORMATION

Company Name:	Bear Electrical Solutions, Inc
Contractor's License No.	982079
Expiration Date:	03/31/19
Federal Tax ID Number:	46-1898744
Contact Person:	Robert Asuncion
Address:	PO Box 924 Alviso, CA 95002
Telephone Number:	408-449-5178
Email Address:	robert@bear-electrical.com or dispatch@bear-electrical.com

City of Seaside Traffic Signal and Street Light Maintenance Cost Proposal (Page 1 of 3)	
Base Contract Services (Note 1)	Cost
Initial Traffic Signal System Health Check	\$ 3,850.00
Preventative Maintenance Year 1 (Note 2)	\$ 22,440.00 /Yr
Preventative Maintenance Year 2 (Note 2)	\$ 23,110.00 /Yr
Preventative Maintenance Year 3 (Note 2)	\$ 23,690.00 /Yr
Total Base Contract Amount	\$ 73,090.00
Notes:	
1) Costs shown for Base Contract Services shall include all costs, including any markups, associated with providing the services required for the final deliverable or output in an acceptable form as specified in the Scope of Work. Base contract services shall consist of the initial system inspection and regular and routine maintenance services as described in the Scope of Work. Payment for costs related to the Base Contract Services shall be made in accordance with the payment provisions set forth in the Scope of Work.	
2) Preventative Maintenance costs shall not increase by more than three percent (3%) per year.	

City of Seaside Traffic Signal and Street Light Maintenance Cost Proposal (Page 2 of 3)

Scheduled Repairs - On-Call Services (Note 3)

Hourly Rate for Traffic Signal/Street Light Technician (\$/Hr)	\$ 95.00	/Hr
Hourly Rate for Pickup Truck (\$/Hr)	\$ 25.00	/Hr
Hourly Rate for Service Truck (\$/Hr)	\$ 40.00	/Hr
Hourly Rate for Service/Bucket Ladder Truck (\$/Hr)	\$ 40.00	/Hr
Hourly Rate for Boom Ladder Truck (\$/Hr)	\$ *not acceptable by OSHA	/Hr
Hourly Rate for Crane Truck (\$/Hr)	\$ 250.00	/Hr
Hourly Rate for Concrete Saw (\$/Hr)	\$ 25.00	/Hr
Flat Rate for USA Call Out (\$/Occurrence) (Note 4)	\$ 85.00	Ea
Percent Markup on Materials Purchased by Contractor (Note 5)	10.0	%

Notes:

- 3) On-call services required for scheduled repairs shall be compensated on a time and materials basis using the hourly rates shown for actual staff and equipment time.
- 4) Flat Rate for USA Call Out shall not increase by more than three percent (3%) per year. Contractor must request any increase in writing, and the request must be approved by the City prior to the increased flat rate taking effect.
- 5) The percent markup for materials purchased and installed by the contractor shall not exceed ten percent (10%).

City of Seaside Traffic Signal and Street Light Maintenance Cost Proposal (Page 3 of 3)

Emergency Response Services (Note 6)

Hourly Rate for Traffic Signal/Street Light Technician (\$/Hr)	\$ 155.00	/Hr
Hourly Rate for Personal Vehicle (\$/Hr)	\$ 15.00	/Hr
Hourly Rate for Pickup Truck (\$/Hr)	\$ 25.00	/Hr
Hourly Rate for Service Truck (\$/Hr)	\$ 40.00	/Hr
Hourly Rate for Service/Bucket Ladder Truck (\$/Hr)	\$ 40.00	/Hr
Hourly Rate for Boom Ladder Truck (\$/Hr)	\$ *not acceptable by OSHA	/Hr
Hourly Rate for Crane Truck (\$/Hr)	\$ 250.00	/Hr
Hourly Rate for Concrete Saw (\$/Hr)	\$ 25.00	/Hr
Percent Markup on Materials Purchased by Contractor (Note 7)	10.0	%

Notes:

- 6) On-call services required for emergency response shall be compensated on a time and materials basis using the hourly rates shown for actual staff and equipment time.
- 7) The percent markup for materials purchased and installed by the contractor shall not exceed ten percent (10%).

City of Seaside Traffic Signal and Street Light Maintenance RFP Assurances

Equal Employment Opportunity Compliance

(Initials)

RA

PROPOSER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that not such reports are currently outstanding.

Affirmative Action Certification

(Initials)

RA

PROPOSER certified that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, PROPOSER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Noncollusion Affidavit

(Initials)

RA

PROPOSERS declares that the only persons or parties interested in this proposal as principals are those named herein: That no member of elective and appointive boards, officers, agents and employees of the City of Seaside is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

Proposal Certification

I hereby certify that the prices for all items of work and equipment and the total base contract amount shown in the Cost Proposal include all costs for labor and materials, overhead, profit, insurance, mobilization, demobilization, traffic control, permitting, and all other appurtenant costs associated with performing and administering the work described in the RFP. I also certify the three assurances provided above as indicated by the initials in the space provided for each assurance.

Signature of Authorized Representative:



Printed Name and Title of Representative:

Robert Asuncion, Vice President

Date: 09/20/17

EXHIBIT C

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

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

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

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

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

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

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

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is

provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: October 19, 2017

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$862,803.49 FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS PAID FOR WITH GRANT FUNDS FROM THE ASSISTANCE TO FIREFIGHTERS GRANT.

PURPOSE

The purpose of this item is to authorize the City Manager to sign a contract with Motorola Solutions, Inc. for the purchase of replacement mobile and portable radios for the Fire and Public Works departments paid for with grant funds from the Assistance to FireFighters Grant benefitting all members of the Regional Grant including the Cities of Seaside, Greenfield and Gonzales and Mid-Coast Fire Brigade.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign a contract with Motorola Solutions, Inc. in the amount of \$862,803.49 for the purchase of replacement mobile and portable radios paid for with grant funds, benefitting all regional grant partners.

BACKGROUND

The Fire Department's current inventory of radios has exceeded ten years of age and was purchased through an AFG Regional Grant. In May of this year the City of Seaside along with the City of Greenfield, City of Gonzales and Mid-Coast Fire Brigade was awarded an Assistance to Firefighters grant for the replacement of mobile and portable radios.

The City of Seaside will be acting as host agency for the administration and management of the grant; this will involve equipment purchase, purchasing compliance and grant close-out. The City of Seaside is a member of the Houston-Galveston Area Council which is a cooperative

purchasing program. The Motorola Solutions contract was competitively bid and follows the purchasing policy of the City of Seaside and the Federal government.

RISK MANAGEMENT REVIEW

Deputy City Manager of Administrative Service Daphne Hodgson has reviewed the contract and approved to form.

PREVIOUS CITY COUNCIL ACTION

At the December 15, 2016 City Council meeting, City Council approved a resolution to submit a Regional AFG grant for the purchase of replacement mobile and portable radios for the Fire and Public Works Departments. As well as authorize the City Manager to sign a MOU with the City of Greenfield, City of Gonzales and Mid-Coast Fire Brigade.

At the June 1, 2017 City Council meeting, City Council approved the acceptance of a regional assistance to firefighters grant for the purchase of mobile and portable radios for the fire and public works departments.

FISCAL IMPACT

The fiscal impact to the City is \$22,142.00 in matching funds. Funds are available in the fire department FY17-18 budget.

ATTACHMENTS

1. Resolution
2. Contract

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH MOTOROLA
SOLUTIONS, INC IN THE AMOUNT OF \$862,803.49 FOR THE PURCHASE OF
MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS
DEPARTMENTS WITH MATCHING FUNDS OF \$22,142.00.**

WHEREAS, the Fire Department's current inventory of radios has exceeded ten years of age and was purchased through an Assistance to Firefighters' grant, and;

WHEREAS, in May of 2017, an Assistance to Firefighters' grant was awarded to the City of Seaside along with the City of Greenfield, City of Gonzales and Mid-Coast Fire Brigade for the replacement of mobile and portable radios, and;

WHEREAS, the City of Seaside will be acting as host agency for the administration and management of the grant; involving equipment purchase, purchasing compliance and grant close-out, and;

WHEREAS, the City of Seaside is a member of the Houston-Galveston Area Council which is a cooperative purchasing program, and;

WHEREAS, the Motorola Solutions contract was competitively bid and follows the purchasing policy of the City of Seaside and the Federal government.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to sign a contract with the Motorola Solutions, INC., in the amount of \$862,803.49 for the purchase of mobile and portable radios for the fire and public works departments with matching funds from the FY 17-18 budget not to exceed \$22,142.00

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of October 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton
City Clerk



MOTOROLA
SOLUTIONS

PROPOSAL

CITY OF SEASIDE AND SOUTH COUNTY FIRE AGENCIES

MOTOROLA SOLUTIONS APX8000XE PORTABLE AND APX8500
MOBILE ALL-BAND RADIOS



October 11, 2017



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Motorola Confidential Proprietary
October 11, 2017*



Data Restrictions

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Cover Letter

10-11-17

Troy Leist

Division Chief

City of Seaside and South County Fire Agencies

1635 Broadway Avenue

Seaside CA 93955

RE: Motorola Solutions APX8000XE and APX8500 radios

Dear Chief Leist:

Motorola Solutions appreciates the opportunity to provide City of Seaside Fire and the South County Fire agencies in Greenfield and Gonzales as well as the Mid-Coast Fire Brigade with high quality communications equipment and services. Motorola Solutions' project team has taken great care to propose products and services that exactly fit your needs and those of your fellow agencies while providing exceptional value.

The solution consists of Motorola's latest APX8000XE portable radio and the APX8500 mobile radio along with state of the art accessories and power sources to operate on the Monterey County P25 Trunked radio network. These radios are capable of operating in all bands being used by public safety and were designed specifically for the Fire market. The radios have been configured to your exact needs.

Motorola Solutions proposal is conditional upon City of Seaside and the South County Fire Agencies acceptance of the terms and conditions included in this proposal, or a negotiated version of those terms acceptable to all parties. Pricing in this agreement is currently subject to an order or official notice to proceed being received by November 1, 2017 but can be extended with an intent to proceed notification prior to that date.

The City of Seaside and South County Fire Agencies, hereby called "Seaside Fire" throughout the document, may indicate its acceptance of this Agreement by signing the terms and conditions or by issuing a purchase order that incorporates this proposal which will be accepted notwithstanding any inconsistent or additional terms and conditions contained in the purchase order.

Troy Leist
Division Chief
10-11-17

Should City of Seaside and South County Fire Agencies have any questions regarding this proposal, please contact Jim Trevino, Motorola Solutions Manufacturer Representative at 408-640-9861 and jtrevino@daywireless.com or Jeff Van Dell, Motorola Solutions Account Manager at 650-280-3110 and jeff.van.dell@motorolasolutions.com

Our goal is to provide Seaside and South County Fire with the best products and services available in the communications industry. We thank you for the opportunity to present our solution and we hope to implement this solution and continue strengthening our relationship.

Sincerely,

Jim Trevino

Jim Trevino
Motorola Solutions Manufacture Representative





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Section 1

Equipment Information

1. EQUIPMENT INFORMATION

1.1 PROJECT 25 (P25) USER RADIOS

The APX™ line of Project 25 (P25) two-way radios (portable and mobile) delivers exceptional performance by combining advanced voice and data technology with legendary Motorola Solutions quality. To develop the APX platform, Motorola Solutions' product engineers met with personnel from public safety and law enforcement agencies to identify and design the specific functionality essential for mission critical communications. Through that research and collaboration, every feature and function in APX portable and mobile radios has been designed with its users in mind—from its rugged, easy-to-operate form factor to the loudest, clearest audio (see the figure titled "APX Series of P25 Two-Way Radios").



Figure 1: **APX Series of P25 Two-Way Radios** – Motorola Solutions offers a variety of APX radios, each designed with its users in mind.

Motorola Solutions' IP-enabled APX radios offer a full array of sophisticated features and progressive technology, and are the most sophisticated interoperable and rugged two-way radios on the market. Every APX radio includes the following advanced software, hardware, and future-ready technology:

- **Support for Project 25 and Legacy Infrastructures** – All APX radios are compatible with the Project 25 Phase 1 and Phase 2 standards for analog and digital trunking, and support the P25 interoperability features from both Motorola Solutions and other manufacturers. They also operate on analog conventional, Project 25 conventional, and Project 25 trunking systems, as well as systems using Motorola Solutions Project 16 analog trunking, SMARTNET, and SmartZone technologies.
- **Extreme Audio Profiles for Chaotic, High-Noise Environments** – APX two-way radios possess intelligent 2-microphone noise reduction software and the latest AMBE vocoder technology used for audio to dynamically adjust for rapidly changing, high-noise environments. When combined with the microphones and speakers in our APX portables

and control heads, these components and software enable the loudest, clearest two-way radio audio available.

- **Intuitive Audio-Visual Signaling to Increase Personnel Safety** – Every APX radio includes auditory and visual alerts to improve user awareness and reduce response time. Digital Tone Signaling instantly alerts on/off duty responders of emergency events. Intelligent Lighting uses color alerts to notify users of the radio mode, potential emergencies, or specific events. These audio-visual alerting mechanisms can be configured on both a radio and a fleet basis, enabling each user and agency to customize audio, lighting, and tone alerts to meet their needs in specific work conditions.
- **Functions to Enable Easy Operation** – The APX platform includes features to allow personnel to communicate quickly and easily in the midst of chaotic situations and extreme environments. Each radio can be configured to announce channels, talkgroups, and zones while the user navigates through the radio's available options—saving valuable time and eliminating the need for the user to look at the radio while operating it. All information associated with each contact in the radio can be consolidated into one unified call list, reducing the time needed to navigate the radio's software.

- **Easy Radio Programming** – The APX platform includes easy-to-use Customer Programming Software (CPS), a Windows-based application with drag-and-drop, clone wizard, and programming over IP capabilities. This software drastically decreases the time needed to configure and update radio programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with Motorola Solutions' Programming over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via a Motorola ASTRO 25 system while remaining in service without needing to be brought in from the field. POP25 functionality reduces the time, effort, and costs needed to update radio functionality by allowing radios' configuration to be accessed and updated over the air. There are also new systems called radio management that allow for programming radios in bulk via either multiple programming cables or WIFI.
- **Rugged and Robust Testing Standards** – APX radios undergo testing for extreme conditions and physical treatment to ensure that they will remain operational even years of wear and tear in the field. These tests include temperature shock, temperature cycling, drop, display impact, vibration, blowing rain, dust, salt fog, UV exposure and Electro-Static discharge (ESD). The basic test procedures replicate those conducted by the military for field equipment, and APX radios exceed the applicable Military Specification 810 C, D, E, F, and G. Motorola Solutions has supplemented the MIL-STD testing process with an internal testing process that reuses the same test unit for all environmental tests, rather than testing a new unit each time. This ensures that the radios perform to specification regardless of the amount and type of abuse they receive.

APX PORTABLE RADIOS

The proposed solution includes the following portable radios.

APX 8000XE Portable Radio

The APX 8000XE redefines mission-critical communications by delivering an ultra-durable radio that combines unlimited interoperability, loud audio, and secure Wi-Fi connectivity. The APX 8000XE is a part of Motorola Solutions' APX Extreme Series, providing all-band P25 access in a portable radio created specifically for first responders who encounter extreme conditions.



Working together with firefighters around the world, Motorola Solutions designed the APX™ XE Series; a complete portfolio of ergonomically advanced, ultra-rugged radios and accessories that are safe, easy, and efficient to use. Firefighters said they wanted equivalent extreme features as the APX XE Series including a larger display, exaggerated control knobs, and the

capability to communicate with surrounding municipalities within an all-band radio solution. The APX 8000XE brings together not only these requirements, but also the integration of Wi-Fi for programming flexibility.

Motorola Solutions' goal in creating the APX 8000XE was to redefine mission-critical communications by delivering an ultra-durable radio that combines all-band interoperability, loud audio, and secure Wi-Fi connectivity. Some of its standard features and benefits are identified below:

- **Enhanced Efficiency and Safety through the Seamless Integration of Voice and Data Capabilities** – Incorporating Wi-Fi, IV&D, and P25 data connectivity in one radio enables simultaneous voice and data radio transmission. Management and configuration of each radio becomes transparent, with new software or data upgrades occurring while the user continues to communicate via voice over the radio, resulting in no “shut-down” times. GPS Outdoor Personnel Tracking enables each radio user’s location to be shared, resulting in more efficient task assignment and enhanced radio user safety. Mission-critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000XE radios.
- **All-Band Interoperability** – The APX 8000XE offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speakers enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Adaptive Dual-sided Operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive Noise Suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user’s environment. Adaptive Speaker Equalization automatically adjusts the 3 Watt loud speaker settings based on volume selection to optimize sound for the talker’s authenticity and speech intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise. A new Unique Speaker Grill feature provides better water runoff to improve overall communications.
- **Advanced Ergonomics for Extreme Conditions** – This compact, rugged, and secure radio has been made with the user’s comfort in mind. The familiar look and feel of the APX 8000XE was modeled after Motorola Solutions' award winning APX 6000 radio design, and enhanced with the RF band access of the APX 7000. A flexible all-band antenna bends easily while the radio user is moving around on the job, ensuring the antenna never gets in the way of the user getting their job done. Glove-friendly controls, including well-spaced knobs, larger buttons, and a shielded push-to-talk button facilitate easier operation of critical

features, while eliminating their unintentional activation. Enlarged screens are easier for users to read in dark or low-light conditions.

- **Rugged, Robust, and Reliable Design Features** – The APX 8000XE portable radio incorporates the most durable features to provide radio functionality for unpredictable, extreme environments. A water-tight seal employs a shock-absorbing aluminum alloy endoskeleton to protect the radio’s interior from water intrusion, even if the outer housing is breached. The IP 68 standard rating ensures that the APX 8000XE can withstand 2 meters of water submersion for 2 hours. The Adding the Delta-T option can be added on to this radio to ensure it can withstand 2 meters of water submersion for 4 hours. A drop-resistant dual battery latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio’s color display user interface from scratches, impact, and pressure. ANSI/ISA-12.12.01-2015 CAN/CSA C22.2 NO. 213-15 Compliance ensures that the radio complies with the testing/standards used to evaluate electrical equipment for usage in hazardous, classified locations.
- **Secure Communications** – The APX 8000XE is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensures that sensitive information stays protected from scanners and eavesdroppers. Over-the-Air Re- Keying (OTAR) offers the ability to efficiently rekey and update encryption keys of fielded radios over time. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

The APX 8000XE comes in three different base configurations, and can be further customized to meet the needs of the South County Fire Agencies. These models include:

- Model 1.5 (Top-display and no keypad).
- Model 2.5 (Dual-display with limited keypad).
- Model 3.5 (Dual-display with full keypad).

The APX 8000XE is available in multiple color housing options based on the South County Fire Agencies preference (standard black, public safety yellow, and high impact green).

APX 8000 XE	Full Bitmap Monochromatic LCD Top Display	Full Bitmap Color LCD Display	Backlit Keypad with 3 Soft Keys	4-Direction Navigation Key	Home and Data Buttons	4x3 Keypad	Channel Capacity
Model 1.5	X						1200
Model 2.5	X	X	X	X	X		3000

Model 3.5	X	X	X	X	X	X	3000
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This proposal includes the following models:

- APX 8000XE Model 3.5

Note that the picture shown depicts the radio in the optional impact green housing.

APX MOBILE RADIOS

The proposed solution includes the following mobile radios.

APX 8500 Mobile Radio

The APX 8500 is Motorola Solutions' first all-band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700



MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission-critical technology, the APX 8500 gives a radio user the ability to keep the community more safe than ever before.

With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability. Some of its standard features and benefits are identified below:

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- **All-Band Interoperability** – The APX 8500 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Multiple Control Head Options** – The APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 8500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunnion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Meet Radio Users' Needs** – The APX 8500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

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2. STATEMENT OF WORK

Motorola is proposing to the City of Seaside and South County Fire Agencies, hereby referred to as “Seaside Fire” the installation and configuration of the following equipment at the specified locations.

AGENCY	PORTABLE	V/Charger	D/Charger	bank/chr	MOBILE	1HEAD	2HEAD
Seaside	50	38	12		15	2	13
Mid-Coast	12	10	2		5	5	
Gonzales	26	6	8	2	6	3	3
Greenfield	15	8	7		4		4
TOTALS	103	62	29	2	30	10	20

The chart above outlines the basic installation work that will be performed as part of this proposal. It outlines the total number of portable radios being provided (103), the number of vehicular chargers provided (62), the number of desktop single unit chargers provided (29), the number of multi-unit bank chargers provided (2), and the number of mobile radios being provided (30) with a breakdown of single control head versions and dual control head versions. It also breaks down the ultimate configuration for each department and the number of radios they will receive.

The document delineates the general responsibilities between Motorola and Seaside Fire as agreed to by contract.

2.1 *MOTOROLA RESPONSIBILITIES*

Motorola’s general responsibilities include the following:

- ◆ Perform the installation of the Motorola supplied equipment described above.
- ◆ Schedule the implementation in agreement with Seaside Fire.
- ◆ Coordinate the activities of all Motorola subcontractors under this contract.
- ◆ Administer safe work procedures for installation.
- ◆ Perform basic operational testing as equipment is installed.

- ◆ Provide basic training of all equipment
- ◆ Ensure proper disposal of all debris generated from installation activities

2.2 SEASIDE FIRE RESPONSIBILITIES

Seaside Fire will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Seaside Fire's general responsibilities include the following:

- ◆ Provide all authorization to begin installations
- ◆ Provide all buildings, equipment shelters, and vehicles required for system installation to occur
- ◆ Provide escort or primary point of contact during installation as needed
- ◆ Insure installation sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- ◆ Obtain all licensing, site access, or permitting if required to implement the project.
- ◆ Coordinate the activities of all Seaside Fire agencies or other contractors.
- ◆ Work with Motorola Solutions to develop an efficient schedule for contractors to perform installation activities
- ◆ Sign the Installation completion certificate when satisfactory installations are complete

2.3 WARRANTY COVERAGE – SERVICES

Motorola warrants that its Services under this purchase order will be free of defects in materials and workmanship for a period of ninety (90) days. Customer's sole remedies are to require Motorola to re-perform the affected Service or to refund, on a pro-rata basis, the Service fee paid for the affected Service. MOTOROLA DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCLUDED SERVICES: A. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids. B. Unless specifically included in the Attachments, Service does not include repair or maintenance of any transmission line, antenna, tower or tower

lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium. C. Unless specifically included in the Attachments, Service of Equipment does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, and computer supplies. D. Service does not include reprogramming of Equipment; accessories, belt clips, or battery chargers; custom or Special Products; modified units; or software. E. Service does not include certification programs, software support, reprogramming, or modifications to Equipment related to assuring the correct processing, providing, or receiving of data from, into, or between the year 1999 and the year 2000.

ADDITIONAL INFORMATION

Motorola will use its R56 Manual, Standards and Guidelines for Communication Sites as its installation guide in all situations where the customer specifications and local codes do not apply.

Pricing is based upon the assumption that installation work will be performed during normal business hours, Monday through Friday excluding Motorola holidays.



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Section 3

Equipment List and Proposal

3. EQUIPMENT LIST AND PROPOSAL

HGAC BASED PROPOSAL			City of Seaside and South County Fire					10/3/2017
Houston Galveston Area Council			ATTN: Div Chief Troy Leist					
Co-operative purchasing agreement								
COST AND EQUIPMENT REQUIREMENTS								
ITEM	QTY	Nom.	DESCRIPTION	NUP	HGAC Standard Discount (25%)	Additional Discount for orders placed prior to 11-1-17 (15%)	Additional Discount for Early Shipment authorization by 11-30-17 (11%)	EXTD.
APX8000XE ALL BAND P25 TRUNKED RADIO (VHF & 700/800 Enabled)								
1	98	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$6,292.00	\$4,719.00	\$4,011.15	\$3,557.89	\$348,673.22
1a	98	Q806	ADD: CAI DIGITAL OPERATION	\$515.00	\$386.25	\$328.31	\$291.21	\$28,538.89
1b	98	H38	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$83,122.99
1c	98	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$191.25	\$169.64	\$16,624.60
1d	98	Q387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$11,083.07
1e	98	Q53	ADD: FRONT PANEL PROGRAMMING & CLOI	\$150.00	\$112.50	\$95.63	\$84.82	\$8,312.30
1f	98	Q58	ADD: 3 YEAR SERVICE FROM THE START	\$118.00	\$118.00	\$118.00	\$118.00	\$11,564.00
1g	98	QA05509	DEL: DELETE UHF BAND	(\$800.00)	(\$800.00)	(\$800.00)	(\$800.00)	(\$78,400.00)
1h	98	QA02006	ENH: APX8000XE RUGGED RADIO	\$800.00	\$600.00	\$510.00	\$452.37	\$44,332.26
1i	98	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$75.00	\$63.75	\$56.55	\$5,541.53
1j	98	Q629	ENH: AES ENCRYPTION	\$475.00	\$356.25	\$302.81	\$268.59	\$26,322.28
1k	98	QA04526	ADD: RFID KNOB	\$25.00	\$18.75	\$15.94	\$14.14	\$1,385.38
1l	98	QA01843	ADD: MANDOWN OPERATION	\$150.00	\$112.50	\$95.63	\$84.82	\$8,312.30
1m	98	QA01427	ALT:APX 8000 HOUSING GREEN	\$25.00	\$18.75	\$15.94	\$14.14	\$1,385.38
1n	98	QA05595	ALT: BATT IMPRES 2 LI-ION R IP68 4850T (PM	\$130.00	\$97.50	\$82.88	\$73.51	\$7,203.99
APX8000 ALL BAND P25 TRUNKED RADIO (VHF & 700/800 Enabled) BLACK HOUSING								
1	5	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$6,292.00	\$4,719.00	\$4,011.15	\$3,557.89	\$17,789.45
1a	5	Q806	ADD: CAI DIGITAL OPERATION	\$515.00	\$386.25	\$328.31	\$291.21	\$1,456.07
1b	5	H38	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$4,240.97
1c	5	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$191.25	\$169.64	\$848.19
1d	5	Q387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$565.46
1e	5	Q53	ADD: FRONT PANEL PROGRAMMING & CLOI	\$150.00	\$112.50	\$95.63	\$84.82	\$424.10
1f	5	Q58	ADD: 3 YEAR SERVICE FROM THE START	\$118.00	\$118.00	\$118.00	\$118.00	\$590.00
1g	5	QA05509	DEL: DELETE UHF BAND	(\$800.00)	(\$800.00)	(\$800.00)	(\$800.00)	(\$4,000.00)
1i	5	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$75.00	\$63.75	\$56.55	\$282.73
1j	5	Q629	ENH: AES ENCRYPTION	\$475.00	\$356.25	\$302.81	\$268.59	\$1,342.97
1k	5	QA04526	ADD: RFID KNOB	\$25.00	\$18.75	\$15.94	\$14.14	\$70.68
1l	5	QA01843	ADD: MANDOWN OPERATION	\$150.00	\$112.50	\$95.63	\$84.82	\$424.10
1n	5	QA05571	ALT: LI-ION 4850 MAH IMPRES DELTA-T (PM	\$115.00	\$86.25	\$73.31	\$65.03	\$325.14

PORTABLE RADIO ACCESSORIES								
2	29	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$112.50	\$95.63	\$84.82	\$2,459.76
3	2	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, N	\$1,250.00	\$937.50	\$796.88	\$706.83	\$1,413.66
4	62	NNTN7624B	IMPRES VEHICULAR CHARGER (FULL KIT)	\$429.00	\$321.75	\$273.49	\$242.58	\$15,040.17
5	98	PMMN4106A	REMOTE SPEAKER MICROPHONE,IMPRES XI	\$550.00	\$412.50	\$350.63	\$311.00	\$30,478.43
			AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1					
6	5	PMMN4106ABLK	REMOTE SPEAKER MICROPHONE,IMPRES XI	\$550.00	\$412.50	\$350.63	\$311.00	\$1,555.02
			AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1 BLACK					
APX8500 ALL BAND P25 TRUNKED MOBILE RADIO (VHF & 700/800 Enabled) SINGLE HEAD CONFIG								
7	10	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,577.50	\$3,040.88	\$2,697.26	\$26,972.56
7a	10	G806	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$386.25	\$328.31	\$291.21	\$2,912.13
7b	10	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$8,481.94
7c	10	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$191.25	\$169.64	\$1,696.39
7d	10	G442	ADD: O5 CONTROL HEAD	\$432.00	\$324.00	\$275.40	\$244.28	\$2,442.80
7e	10	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7f	10	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$189.34	\$167.94	\$1,679.42
7g	10	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$54.00	\$45.90	\$40.71	\$407.13
7h	10	G831	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$45.00	\$38.25	\$33.93	\$339.28
7i	10	GA01515	ADD: J600 ADAPTER CABLE	\$95.00	\$71.25	\$60.56	\$53.72	\$537.19
7j	10	G78	ADD: 3 YR SFS LITE	\$250.00	\$250.00	\$250.00	\$250.00	\$2,500.00
7k	10	G387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$1,130.93
7l	10	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$75.00	\$63.75	\$56.55	\$565.46
7m	10	G843	ADD: AES ENCRYPTION APX	\$475.00	\$356.25	\$302.81	\$268.59	\$2,685.95
7n	10	GA00268	ADD: RFID LABEL	\$25.00	\$18.75	\$15.94	\$14.14	\$141.37
7o	10	GA05509	DEL: DELETE UHF BAND	(\$800.00)	(\$800.00)	(\$800.00)	(\$800.00)	(\$8,000.00)
7p	10	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$71.25	\$60.56	\$53.72	\$537.19
APX8500 ALL BAND P25 TRUNKED MOBILE RADIO (VHF & 700/800 Enabled) DUAL CONTROL HEAD								
8	20	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,577.50	\$3,040.88	\$2,697.26	\$53,945.12
8a	20	G806	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$386.25	\$328.31	\$291.21	\$5,824.26
8b	20	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$16,963.88
8c	20	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$191.25	\$169.64	\$3,392.78
8d	20	G442	ADD: O5 CONTROL HEAD	\$432.00	\$324.00	\$275.40	\$244.28	\$4,885.60
8e	20	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8f	20	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$189.34	\$167.94	\$3,358.85
8g	40	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$54.00	\$45.90	\$40.71	\$1,628.53
8h	40	G831	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$45.00	\$38.25	\$33.93	\$1,357.11
8i	20	GA01515	ADD: J600 ADAPTER CABLE	\$95.00	\$71.25	\$60.56	\$53.72	\$1,074.38
8j	20	G78	ADD: 3 YR SFS LITE	\$250.00	\$250.00	\$250.00	\$250.00	\$5,000.00
8k	20	G387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$2,261.85
8l	20	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$75.00	\$63.75	\$56.55	\$1,130.93
8m	20	G843	ADD: AES ENCRYPTION APX	\$475.00	\$356.25	\$302.81	\$268.59	\$5,371.89
8n	20	GA00268	ADD: RFID LABEL	\$25.00	\$18.75	\$15.94	\$14.14	\$282.73
8o	20	GA05509	DEL: DELETE UHF BAND	(\$800.00)	(\$800.00)	(\$800.00)	(\$800.00)	(\$16,000.00)
8p	20	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$71.25	\$60.56	\$53.72	\$1,074.38
8q	20	GA00092	ADD: DUAL CONTROL HEAD HARDWARE	\$570.00	\$427.50	\$363.38	\$322.31	\$6,446.27
8r	28	G628	ADD: REMOTE MOUNT CABLE 17'	\$15.00	\$11.25	\$9.56	\$8.48	\$237.49
8s	12	G610	ADD: REMOTE MOUNT CABLE 30'	\$25.00	\$18.75	\$15.94	\$14.14	\$169.64

[illegible]



MOTOROLA

Section 4

Pricing Summary

4. PRICING SUMMARY

Equipment Price:

Portable and Mobile Subscriber Pricing Summary	
Equipment	\$744,778.51
Sales Tax @ 9.25%	\$68,892.01
Freight	\$2,979.11
Implementation Services	\$46,153.85
Complete System Total	\$ 862,803.49

General Terms Net30 days after issuance of Invoice with a Purchase order made out to Motorola Solutions. Purchase order must include a bill to and ship to address, reference the terms as Net30 days, and be made out to;

Motorola Solutions
4728 E.2nd St. Suite 10
Benicia CA 94510
ATTN: Jim Trevino

All equipment will be invoiced upon shipment. All installation work will be invoiced on a weekly basis as work is completed and accepted by the primary point of contact for City of Seaside.



MOTOROLA

Section 5

Contractual Documentation

5. CONTRACTUAL DOCUMENTATION

SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale.

MAINTENANCE SERVICE. During the Warranty Period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to this Agreement. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. Each radio in this agreement (both portable and mobile) come with a 1 year factory warranty for parts and labor against any defects. Additionally a 3 year Service from the start warranty has been added to

each unit. The customer will send the defective radio into the Motorola depot for repair during the warranty period.

MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

CONTRACT PRICE. The Contract Price in U.S. dollars is \$ 862,803.49. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate.

FREIGHT, TITLE, AND RISK OF LOSS. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices. The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: October 19, 2017

SUBJECT: INTRODUCTION OF ORDINANCE AUTHORIZING TEXT AMENDMENT TO CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE THAT SETS FORTH STANDARDS FOR ELECTRONIC MESSAGE DISPLAY SIGNS RELATED TO PUBLIC AND PRIVATE MEETING FACILITIES WITHIN RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS CITYWIDE, AND ADDRESSING OTHER MATTERS PROPERLY RELATING THERETO THAT ARE IN CONFLICT WITH THE PROPOSED TEXT AMENDMENT.

PURPOSE

In accordance with Section 17.74.050 of the Seaside Municipal Code (SMC), the purpose of this item is for the City Council to consider a text amendment to Chapter 17.40 of the Seaside Municipal Code to allow for the installation of electronic changeable message signs at places of worship and meeting facilities in residential and commercial zones (First Reading).

RECOMMENDATION

It is recommended that the City Council conduct the first reading of the draft Ordinance and pass to print the final Ordinance for adoption at a second reading on the regular City Council Meeting of November 2, 2017.

BACKGROUND

The proposed text amendment has been initiated by City staff in response to discussions City staff has had with the Pastor Ronald Britt. Pastor Ronald Britt has expressed that the replacement of the existing manual message board with a modern electronic changeable message display at his meeting facility would enable his meeting facility (Greater Victory Temple) to communicate their messages both safely and in sync with modern social media technologies. A sample of the typical manual reader message boards that are currently being used by the City's private meeting facilities in Seaside is provided as Attachment 2.

The Zoning Code Amendment has been initiated by City staff based on the changing dynamics in the technology of electronic messaging and how electronic messaging in combination with the emergence of social media has become an integral form of communication. The use of electronic changeable signs would also provide a visible, safe, and noticeable sign to the motoring public from collector and arterial surface streets.

Planning Commission Review

In accordance with Section 17.74.040 of the Seaside Municipal Code, the proposed text amendment has been reviewed by the Planning Commission at its August 23, 2017 meeting and September 27, 2017 meeting.

On August 23, 2017 the Planning Commission opened its discussion of the Zoning Code Amendment and acted to continue the item to a future meeting with direction to have City staff address the following land use concerns/issues that were raised by the Planning Commission:

1. Provide list of existing private and public meeting facilities located within the city to provide perspective on the overall number and location of public and private meeting facilities; and
2. Identify the locations of existing private and public meeting facilities that would have a location of the meeting facility site where an electronic message board would maintain at least a minimum distance of 50 feet from an adjoining residential use; and
3. Provide information on recommended industry standards related to minimum brightness levels for LED type electronic changeable message signs; and
4. Include regulations in the Draft Ordinance to address standards for the measurement of the light source emanating from the sign and requirement to obtain a use permit so that the adjacent property owners would receive notice of a public hearing in order provide comment on any proposed electronic changeable message sign application near their property

On September 27, 2017, the Planning Commission conducted its second review of the proposed text amendments and found that the revisions made by City staff to the text amendments per the direction received from the Planning Commission adequately addressed the Commissions comments listed above. The Commission voted to unanimously recommend the adoption of the Draft Ordinance as revised (See Attachment 1).

Project Description

The proposed text amendment will include the following changes the Sign Code:

1. Modification to Section 17.40.050.B that would add new text to allow the installation of electronic changeable message signs on premises of places of worship and public meeting facilities with the issuance of a Use Permit by the Planning Commission.
2. Modification to Section 17.40.060.H.3 to allow for an electronic changeable message sign to change its message display by fading or dissolving and to allow for the brightness to be adjusted via an automatic light detector/photocell, or a scheduled dimming time by

which the signs light intensity will reduce when ambient light conditions darken.

3. Add new Section 17.40.060.I.6 to require a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.
4. Modification to Table 3-15 (Sign Standards for Residential Zones) adding Electronic Changeable Message Display Signs for Private and Public Meeting Facilities as an allowed sign type.
5. Modification to Table 3-16 (Sign Standards for Commercial and Industrial Zones) adding Electronic Changeable Message Display Signs for Private and Public Meeting Facilities as an allowed sign type.
6. Add new Section 17.40.080.I to include development standards for Electronic, LED or Digital Signs.

The text amendments are provided as Exhibit “A” to Attachment 1. The proposed revisions are highlighted in bold and underlined.

The text amendments would allow, with the issuance of a Use Permit, the installation of electronic changeable message signs on the premises of private and public meeting facilities as either a freestanding sign or a wall sign. The text amendments include performance standards to regulate the size, location, duration of sign message being displayed, brightness, and the minimum distance an electronic changeable message sign board must be from a residential dwelling/structure.

STAFF ANALYSIS

The use of an Electronic Sign display would provide an alternative to the existing manual sign displays used by most places of worship in Seaside (See Attachment 2). The use of an electronic changeable message signs would also achieve a modern method to provide an overall project identification of meeting facility programs and services and comply with energy efficient technology. Response to Planning Commission comments raised at the Commission meetings are listed below:

- Provide list of places of worship and meeting facilities located within the City. The location of places of worship and meeting facilities has been included as Attachment 3.
- Potential locations within the City which could accommodate the placement of an electronic changeable message sign meeting the minimum distance parameter of minimum 50 feet from an adjoining residential use. The location of places of worship which could meet the minimum 50 distance requirement has been included as Attachment 4.
- Provide information on recommended brightness levels of LED type electronic changeable message signs.

The majority of electronic message signs are illuminated with LED's (Light Emitting Diodes). The perceived brightness of an LED sign is dependent on a variety of factors. Ambient light conditions play the largest role in affecting the brightness of the display. An LED sign communicates its messages by emitting light. It therefore must not be too dim, since it couldn't be distinguished during sunlight; nor should it be too bright, as the image will be distorted and difficult to read. The electronic sign must adjust its brightness over the course of the day. Today's electronic signs can dim from 100%

during a bright sunny day, to around 4% during the darkest night. That means the sign is only 4% as bright at night as during the daytime. During the course of the day, the LED sign boards are equipped that will automatically dim the sign board to ambient light levels to further maintain appropriate brightness levels throughout the day.

- Regulations to Control Sign Board Brightness.

It is recommended, based on industry research, that electronic sign boards in an urban environment should be limited to 0.3 foot-candles above ambient light levels. The 0.3 foot-candle limit is supported by research, which found that an eye illuminance limit of 0.3 foot-candles in areas of low ambient electric light is a level that is unlikely to be objectionable to most persons. This information complies with the recommended brightness levels for On-Premises Electronic Message Signs, which is a compilation summary prepared for evaluating brightness for electronic message signs. This report has been included as Attachment 5.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Attachment 1 - Draft Ordinance
2. Attachment 2 - Sample Reader Bpard Signs
3. Attachment 3 - Meeting Place Locations
4. Attachment 4 - Meeting Place Locations in compliance with 50-foot setback from Residential Zone
5. Attachment 5 - LED Lighting Report

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AMENDING CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE TO ALLOW IN CERTAIN CIRCUMSTANCES ELECTRONIC CHANGEABLE MESSAGE SIGNS FOR PUBLIC AND PRIVATE MEETING FACILITIES.

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

Section 1. Findings and Purpose. The City Council finds and declares as follows:

A. The Planning Commission held duly noticed public hearings on August 23, 2017 and September 27, 2017 at which time it considered all evidence presented, both written and oral and at the end of the hearing on September 27, 2017 voted to adopt Resolution No. 17-08 recommending that the City Council adopt the Draft Ordinance to include text changes which would allow for the placement of Electronic Changeable Message Signs at Private and Public Meeting places.

B. The City Council held a duly noticed public hearing to consider the first reading on this Ordinance on October 19, 2017, at which time it considered all evidence presented, both written and oral.

C. The City Council held a duly noticed public hearing to consider the second reading on this Ordinance on November 2, 2017, at which time it considered all evidence presented, both written and oral.

Section 2. Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law and the Seaside Municipal Code for legislative text amendments.

Section 3. Chapter 17.40 of the Seaside Municipal Code is amended to read as follows with proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~):

1. 17.40.050 Prohibited Signs

B. Animated signs, including electronic message display signs, and variable intensity, blinking or flashing signs, or signs that emit a varying intensity of light or color, except time and temperature displays (which are not considered signs) **and for electronic message display signs for places of worship and public and private meeting facilities;**

2. 17.40.060.H.3: Sign illumination shall not blink, flash, flutter, or change light brightness, color, or intensity, **except for electronic message display signs per 17.40.80.I Electronic Changeable Message Display Signs.**

3. **17.40.060.I.6 All electronic message display signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.**
4. 17.40.070 Zoning District Sign Standards

TABLE 3-15 - SIGN STANDARDS FOR RESIDENTIAL ZONES

Allowed Sign Types	Maximum Sign Height	Maximum Number of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
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Single-Family Residential Use

No signs allowed

Multi-Family Residential Use (apartments, condominiums, or residential subdivisions of greater than 5 lots)

Wall or freestanding	Wall signs: below edge of roof Freestanding: 6 ft	1 of either allowed sign type	24 sf
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Nonresidential Use

Wall or freestanding	Wall signs: below edge of roof no higher than 12 feet above grade Freestanding: 6 ft (See Figure 3-17 for sign height measurement)	1 of either allowed sign type	32 sf
<u>Electronic Message Display Signs for Private and Public Meeting Facility</u>	<u>Up to 8 feet permitted; minor use permit for signs up to 14 feet</u>	<u>1 per parcel [may be double-sided with a maximum cabinet depth of 24-inches]</u>	<u>40 sf per side with a maximum digital screen area of 24 square feet (Maximum of two sides)</u>

Comment [GS1]: Rick, do we state the minor use permit here?

TABLE 3-16 - SIGN STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONES

Allowed Sign Types	Maximum Sign Height	Maximum Number of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
Awning (17.40.080.B)	Below roof ⁽¹⁾ ; at least 8 ft above walking surface	Single tenant site or structure: 3 of any combination of allowed sign types per primary structure frontage. 1 of any allowed sign type on a secondary frontage. Site or structure with 2 or more tenants: The number, and type of all signs shall within a multi-tenant commercial building shall be determined in accordance with a Master Sign Program.	Maximum sign area per parcel. The total sign area on a parcel shall comply with the following requirements. 1. 1 sf for each linear foot of primary building frontage not to exceed 100 sf. 2. 0.5 additional sf for each linear foot of secondary building frontage not to exceed 50 sf. 3. Each site is allowed a total sign area of at least 25 sf regardless of frontage length. Site with 2 or more tenants: Allowed an additional freestanding identification sign of 0.25 sf for each linear foot of total primary structure frontage, up to a maximum of 100 sf.
Freestanding/Pole Sign (17.40.080.C)	14 ft		
Marquee, Projecting, Wall (17.40.080.E, 17.40.080.G)	Below roof ⁽¹⁾ ; a marquee or projecting sign shall be at least 8 ft above walking surface		
Suspended (17.40.080.E)	Below eave/ canopy; at least 8 ft above a walking surface		
Temporary/ Portable	See Sections 17.40.080.A and 17.40.080.F		

<u>Electronic Message Display Signs.</u>	<u>Up to 8 feet permitted; minor use permit for signs up to 14 feet</u>	<u>1 per parcel [may be double-sided with a maximum cabinet depth of 24-inches]</u>	<u>40 sf per side with a maximum screen area of digital display at 24 square feet (Maximum of two sides)</u>
---	--	--	---

Comment [GS2]: Rick, do we state the minor use permit here?

5. 17.40.080 Standards for Specific Sign Types

I. Electronic Message Display Signs. The following standards apply to electronic message display signs where allowed by Section 17.40.070 (Zoning District Sign Standards) (see Tables 3-15 and 3-16):

1. Location.

a. Signs shall be located on either an arterial roadway or collector street in a manner that the zoning administrator determines will not adversely interfere with the visibility or functioning of traffic signals or traffic signage, taking into consideration physical elements of the sign and surrounding area, such as information analyzing physical obstruction issues, line of sight issues, brightness issues and visual obstruction or impairment issues. No electronic changeable message sign shall be permitted on a local street

b. Signs must be 50 feet or more from the nearest residence on the same street as the sign.

2. Sign Area Measurement. The area of an Electronic Message Display sign does not count toward area limits for other signs in 17.40.070.

3. Animation. Animated messages shall be limited to fading and dissolving, with no other effect to give the appearance of movement.

4. Audio. No sign shall include any audio message.

5. Duration. Signs messages shall have a minimum hold time of 30 seconds.

6. Timing. The sign will not illuminate from the message display area between 9:00 PM and 6:00 AM.

7. Illumination. Electronic changeable message signs may be illuminated with continuous internal LED lighting. No sign shall be illuminated so that the primary source of the light is visible beyond the property line or in any way will cause excessive glare or brightness in excess of 0.3 foot candles. The zoning administrator reserves the right to require and/or complete a post-installation inspection of the sign illumination. If, as a result of this inspection, it is determined that the illumination is so bright as to adversely impact adjacent properties and uses, the zoning administrator may require shielding or a reduction and/or adjustment in the intensity of the sign illumination, so that it is in keeping with the general level of illumination of the surrounding properties. Such intensity restriction may vary by time of day and ambient light conditions. Illuminated signs located adjacent to any residential area shall be shielded to direct light downward and away from adjacent properties such that there is no spillover light and shall be controlled by a rheostat or functional equivalent to avoid excessive glare to residential properties.

8. Light detector. No permit for such sign shall be issued unless the sign is installed with an automatic, or a scheduled dimming time by which the signs light intensity will reduce when ambient light conditions darken. Such dimming feature shall

reduce the light intensity from the sign from dusk to dawn to a level that does not impair the visibility on any adjacent roadway, or be directed onto a residential property.

Section 4. Nothing in this Ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

Section 5. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3), which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibits all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

Section 6. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 7. To the extent the provisions of the Seaside Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of adoption and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

Section 9. This ordinance shall be in full force and effect thirty days after passage of second reading.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the day of , 2017, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Sample of existing Reader Board Signs



8' x 4' Reader Board Sign for Greater Victory Temple Church of God in Christ
1620 Broadway Avenue



8'x4' Reader Board Sign for the Seventh Day Adventist Church
1600 Broadway Avenue

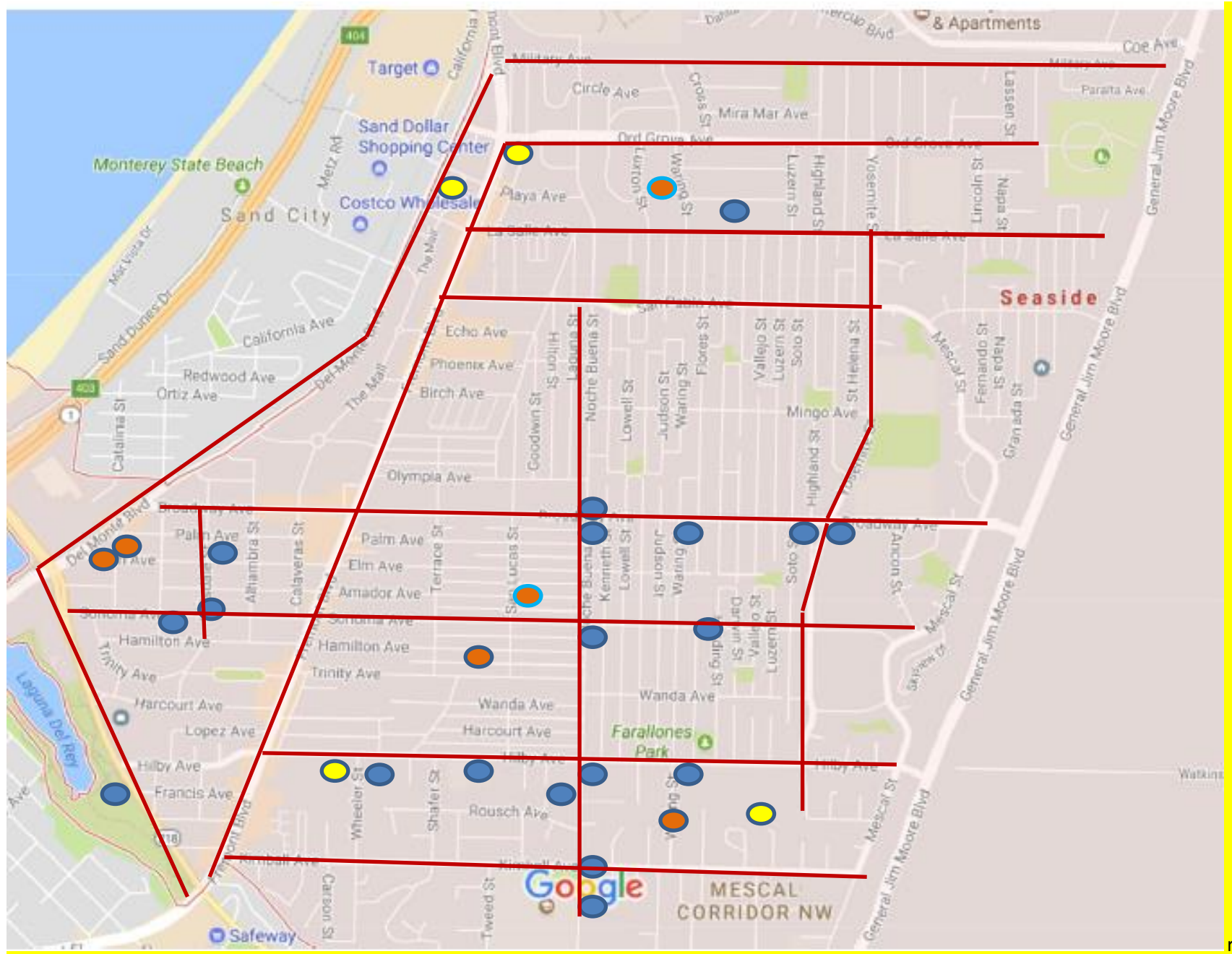
Sample of existing Reader Board Signs



6'x4 Reader Board Sign for Lighthouse Baptist Church
1030



8'x4' Reader Board Sign for Friendship Baptist Church
1440 Broadway Avenue



● Churches
 ● Churches not located on a collector or arterial
 ● Meeting Facilities

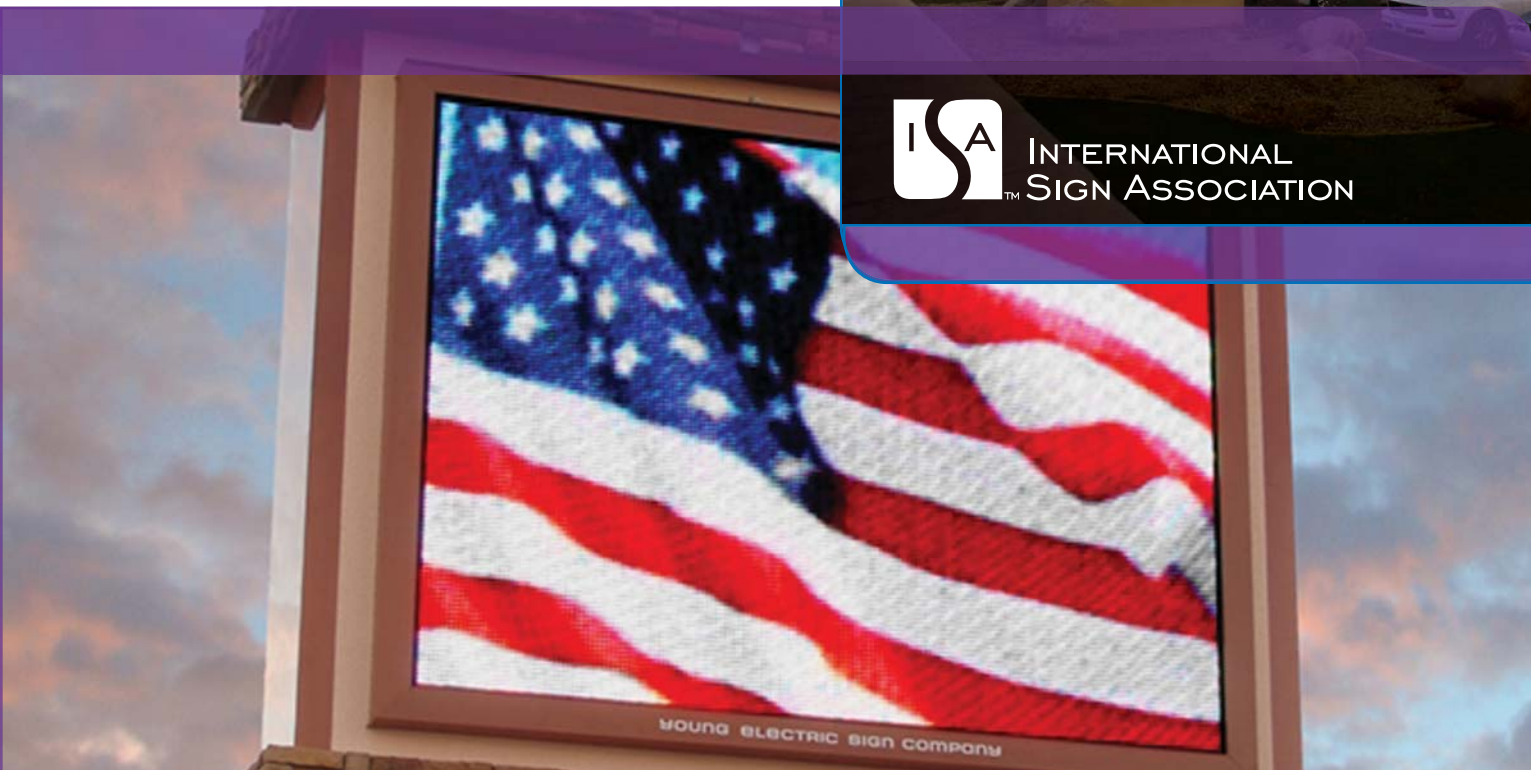
ELECTRONIC MESSAGE SIGNS	
Name	Address
Churches in the City of Seaside	
Bethel Missionary Baptist Church	390 Elm Ave.
Children of God Christian Center	1340 Hilby
Christian Memorial Church of God in Christ	515 Sonoma Ave.
Christian Memorial Community Tabernacle	2699 Colonel Durham St.
Emmanuel Church-God in Christ	1450 Sonoma Ave.
Faith Lutheran Church	1460 Hilby
Friendship Baptist Church	1440 Broadway Ave.
Ft Ord Chapel	4280 General Jim Moore Blvd
Grace Christian Chapel of Seaside	1399 Waring St.
Greater Faith Missionary Baptist Church	1600 Broadway Ave.
Greater Victory Temple Church	1620 Broadway Ave.
Hays CME Church	625 Elm Ave.
Hilltop Marina United Methodist Church	1120 Kimball
Hilltop United Methodist Church	1340 Hilby
Islamic Society of Monterey County	405 Elm Ave.
Lighthouse Baptist	1030 Hilby
Monterey Baptists Church	601 Sonoma
Monterey Bay Christian Center	1184 Hilby
Monterey Tongan Assembly of God Church	Broadway Ave.
New Hope Baptist Church	1304 Sonoma Ave.
New Testament Christian Church	Luxton St. (?)
Ocean View Baptist Church	1200 Amador Ave.
Pentecostal Outreach Center	La Salle Ave.
Seaside Assembly of God Church	1160 Hilby
Seaside Church of Christ	1310 Broadway Ave.
Seaside Community Church	1395 La Salle Ave.
Seaside First Baptist Church	1949 Waring St.
Seventh Day Adventist Church	1600 Broadway Ave.
St Francis Xavier Church	1475 La Salle Ave
St Matthias Episcopal Church	1098 Noche Buena St
St Seraphims Russian Orthodox	1160 CA-218
The Church of Jesus Christ Latter-day Saints	1024 Noche Buena St
Lighthouse Full Gospel Church	1153 Hamilton
Meeting Facilities	
American Legion (Post 591)	1000 Playa Ave.
General Stillwell Community Center	4260 Gigling Rd.
Oldemeyer Center	986 Hilby Ave.
Ord Military Community Rec Center	129-4235 Gigling Rd.
Veterans of Foreign Wars	1996 Freemont Blvd.
Meadowbrook Swim and Tennis Club	1533 Kimball Ave.

*highlighted locations do not meet the 50ft minimum distance requirement

Recommended
Brightness Levels
for On-Premise
Electronic
Message Centers
(EMC's)



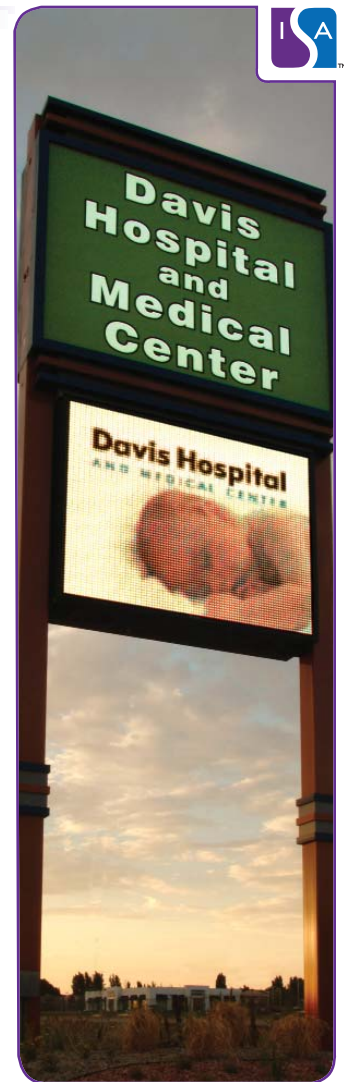
INTERNATIONAL
SIGN ASSOCIATION



A COMPILATION SUMMARY WITH EXTRACTS FROM INDUSTRY REPORTS • DECEMBER 2010

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RECOMMENDED LANGUAGE	6
SIX STEPS: EMC BRIGHTNESS LEVELS	7



Introduction



Electronic Message Centers (EMC's)



One of the more interesting types of signage that is becoming increasingly popular is on-premise **electronic message centers**, or EMCs. You may have heard EMCs being referred to as changeable message displays or digital signs.

EMCs are *not* digital billboards, which advertise a good or service that is located away from where the sign is located. Rather, EMCs are digital signs that are located *on the premises* of the business, and that advertise goods and services that are provided at the location.



Digital billboard/off-premise sign advertising an automobile business away from where the sign is located



Electronic Message Center (EMC)/on-premise sign advertising an automobile business that is located at the place of business

There is often confusion regarding on and off-premise digital signs. However, EMCs and digital billboards have very distinct capabilities and purposes, each targets a specific audience and each has traditionally been treated under separate legal and regulatory regimes. For the purposes of this publication, *we are focusing solely and exclusively on EMCs.*

EMCs that are too bright can be offensive and ineffective. EMC brightness is an issue where sign users, the sign industry, and the planning community have a common goal: ensuring that EMCs are appropriately legible. We know the messages that these signs convey can be rendered unattractive and perhaps even unreadable if they are programmed too bright.

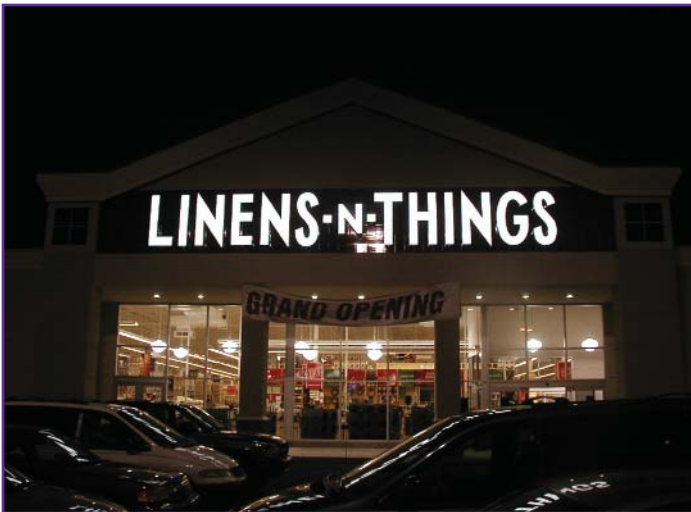


That's why many sign companies recommend to their customers that in order for these signs to be most effective, their brightness be set at such a level to be visible, readable and conspicuous.

In 2008, the International Sign Association (ISA) retained Dr. Ian Lewin of Lighting Sciences to help the industry develop scientifically-researched, understandable recommendations for EMC brightness. Dr. Lewin is a past chair of the Illuminating Engineering Society of North America (IES), and is greatly respected within the lighting field. His work for ISA was conducted with the input of experts within the sign industry. Dr. Lewin's full report can be found at www.signs.org.

As a result of this research, the recommended brightness level for on premise EMCs is 0.3 foot candles above ambient light conditions when measured at an appropriate distance. This is a lighting level that works in theory and in practice.

The research and the recommendations contained in this report pertain only to EMCs, not traditionally internally illuminated signs, such as these channel letter and neon signs below. EMC's use a different lighting technology than most of these types of signs, and as such the scientific approach differs.



You can rest assured that the information contained in this publication is relevant, appropriate and workable for determining EMC brightness levels.

We have provided six short steps to help guide the process and recommended statutory language. If you need further assistance, feel free to contact ISA at (703) 836-4012 to answer any of your EMC brightness questions.

EMCs and digital billboards have very distinct capabilities and purposes, each targets a specific audience and each has traditionally been treated under separate legal and regulatory regimes.

Executive Summary

ISA Electronic Message Display Brightness Recommendations



This summary has been developed to assist stakeholders concerned with development of brightness standards for large-format, electronic displays used for on-premise sign applications. This summary comprises:

- 1) an overview of the importance of ensuring appropriate brightness,
- 2) technology utilized to ensure appropriate brightness,
- 3) recommended brightness standards, and
- 4) brightness measurement methodology.

1. Overview of the importance of ensuring appropriate brightness.

Electronic displays that are too bright can be offensive and ineffective. There are significant advantages to ensuring that an electronic display is not overly bright. These advantages include:

- » Conservation of energy
- » Increased life expectancy of the electronic display components
- » Building goodwill with the community
- » Ensuring the legibility of the display

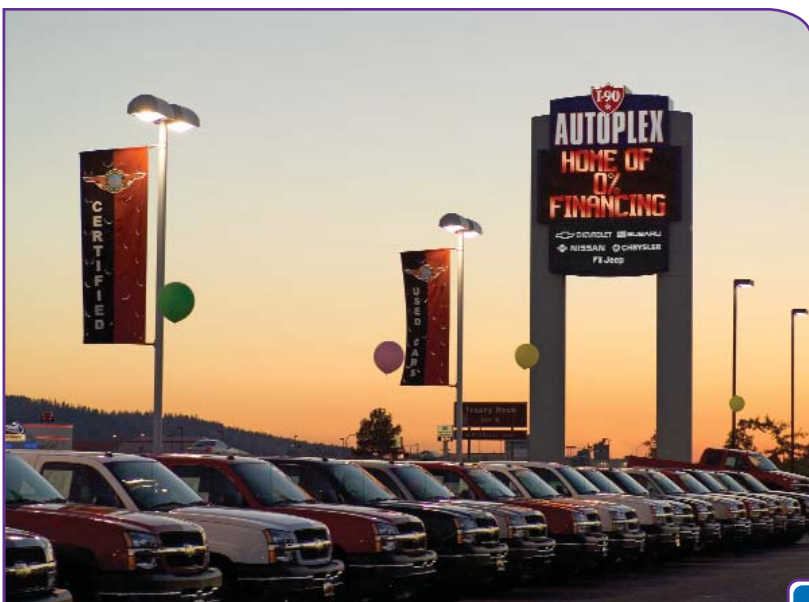
It is in the best interest of all stakeholders to ensure that electronic displays are sufficiently bright to ensure clear legibility, while at the same time avoiding a display that is overly bright.

2. Technology utilized to ensure appropriate brightness.

Most electronic displays are designed to produce sufficient brightness to ensure clear legibility during daylight hours. However, daytime brightness settings are usually inappropriate for nighttime viewing. The following general methods are used to dim an electronic display for appropriate nighttime viewing:

1. **Manual Dimming.** Using this method, the sign operator dims the display in response to changing ambient light conditions.
2. **Scheduled Dimming.** Sunset-sunrise tables allow an electronic display to be programmed to dim at the same time that the sun sets and rises. This method is generally acceptable, but is more effective when used as a backup to automatic dimming controls capability, such as photocell technology.
3. **Photocell Technology.** An electronic display that utilizes photocell technology can automatically dim as light conditions change. A photocell sensor alerts the display to adjust brightness according to ambient light conditions.

Most electronic displays are designed to produce sufficient brightness to ensure clear legibility during daylight hours. However, daytime brightness settings are usually inappropriate for nighttime viewing.



3. Recommended brightness standards.

ISA commissioned Dr. Ian Lewin of Lighting Sciences, Inc. to develop brightness criteria for on-premise electronic displays. Dr. Lewin is a leading lighting expert with over thirty years experience in the lighting industry.

Dr. Lewin recommended the development of brightness criteria based on the Illuminating Engineering Society's (IES) well-established standards pertaining to light trespass, IES Publication TM-11-00. The theory of light trespass is based on the concept of determining the amount of light that can spill over (or "trespass") into an adjacent area without being offensive.

As a result of his research, Dr. Lewin recommended two different brightness settings based on whether the EMC was located in an area of high or low ambient light. After field testing and utilizing Dr. Lewin's recommendations, it was determined that using the more conservative recommendation is appropriate in areas of both low and high ambient light. In order to simplify Dr. Lewin's recommendations, and to take a more reasonable approach to ensure that EMC's are sufficiently visible but not overly bright, it is recommended that EMC's not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.

...it is recommended that EMC's not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.



4. Brightness measurement methodology.

There are two generally accepted measures of brightness in the sign industry; illuminance and luminance. Illuminance, the preferred method, is a measure of the amount of light intercepting an object at a given distance from a light source and is measured in footcandles or its metric equivalent, lux. Illuminance can be measured with a footcandle meter (also know as a luxmeter), which are relatively inexpensive (\$100-1000) and commonly available. The footcandle meter should be accurate to two decimal points for accurate measurements. The second method, luminance, is an absolute measure of the amount of brightness that is being emitted from a light source and is usually measured in candelas per square meter, also known as "nits." Luminance can be measured by use of a "nit gun", which are expensive (~\$3,000) and difficult to procure. The preferred method of measurement is illuminance using a footcandle meter because a measure of luminance fails to account for ambient light conditions.



Recommended Legislative Language



“

1. **Electronic Message Center (EMC) Criteria:** The illumination of an EMC shall conform with the criteria set forth in this section.
 - A. **EMC Illumination Measurement Criteria:** The illuminance of an EMC shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image for a full color-capable EMC, or a solid message for a single-color EMC. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the total square footage of the EMC as set forth in the accompanying Sign Area Versus Measurement Distance table.
 - B. **EMC Illumination Limits:** The difference between the off and solid-message measurements using the EMC Measurement Criteria shall not exceed 0.3 footcandles.
 - C. **Dimming Capabilities:** All permitted EMCs shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements.
 - D. **Definition of EMC:** A sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.

”

SIGN AREA VERSUS MEASUREMENT DISTANCE

AREA OF SIGN sq. ft.	MEASUREMENT Distance (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126
170	130
180	134
190	138
200	141
220	148
240	155
260	161
280	167
300	173

** For signs with an area in square feet other than those specifically listed in the table (i.e., 12 sq ft, 400 sq ft, etc), the measurement distance may be calculated with the following formula: Measurement Distance = $\sqrt{\text{Area of Sign Sq. Ft.} \times 100}$*

Six STEPS: EMC Brightness Levels

How to Measure the Brightness of an Electronic Message Center (EMC)

STEP 1

OBTAIN AN ILLUMINANCE METER.

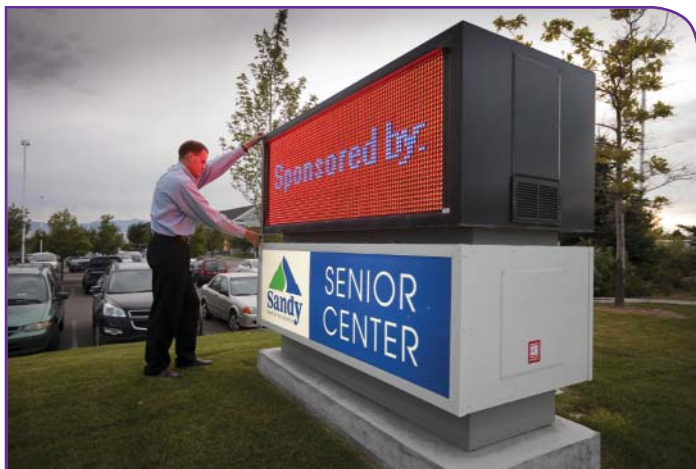
Purchase or otherwise procure an illuminance meter. Most city/county traffic departments have an illuminance meter, which are also referred to as lux or footcandle meters (lux is the metric measure of illuminance; footcandles is the English measure of illuminance). The illuminance meter must have the ability to provide a reading up to two decimal places and must be set to read footcandles. It is preferred to have an illuminance meter with a screw-mount that allows the sensor to be mounted on a tripod. A tripod ensures that the highly sensitive sensor is held perfectly still; otherwise it may be difficult to obtain an accurate reading.

If you do not have an illuminance meter, the Konica Minolta T-10 is a high quality illuminance meter that works well. However, other less expensive illuminance meters may also provide adequate results. The International Sign Association has no affiliation with Konica Minolta.

STEP 2

DETERMINE SQUARE FOOTAGE.

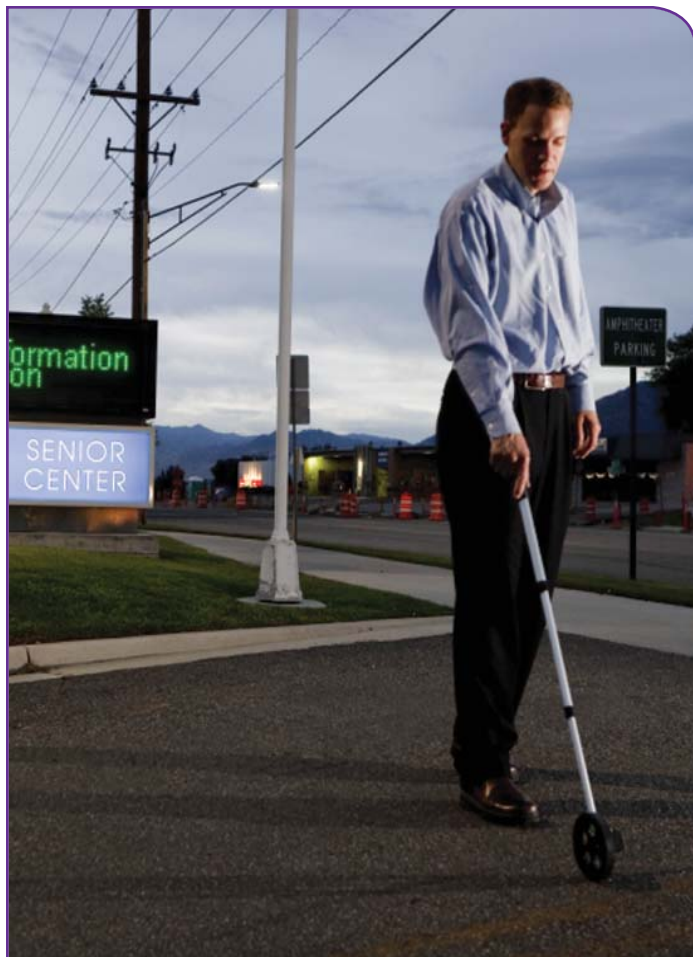
Determine the square footage of the face of the electronic message sign (EMC) by multiplying the height and width of the EMC. This information may be available in a permit application, or can be determined by physically measuring the height and width of the EMC. Do not include the sign face square footage attributable to any additional static signs associated with the EMC (if applicable).



STEP 3

DETERMINE THE MEASUREMENT DISTANCE.

Using the total square footage found in Step 2, look up the measurement distance in the table provided in the Recommended Legislative Language on page 6, to determine the distance to measure the brightness of the EMC. The distance should be measured perpendicular to the EMC sign face. The use of a measuring wheel is the most convenient way to measure the distance.



How to Measure the Brightness of an Electronic Message Center

STEP 4

PREPARE THE DISPLAY FOR TESTING.

Ensure that the EMC is programmed to alternate between a solid white (or in the case of a monochrome display – the solid color of the display) message and a blank message. You may wish to have a requirement that the sign owner cooperate with testing by programming the EMC for testing upon written notice.

STEP 5

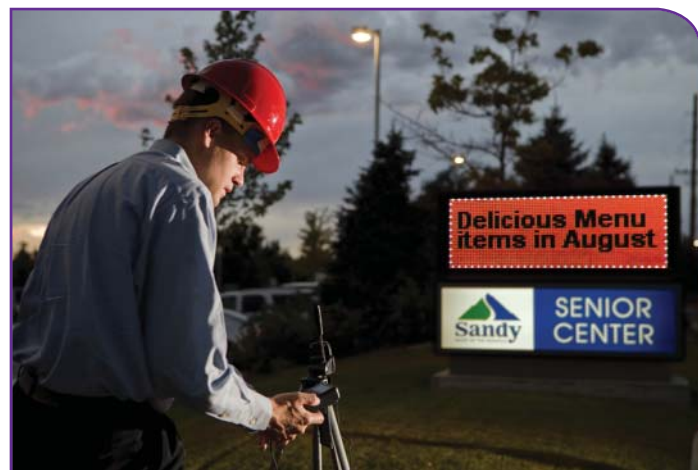
USE AN ILLUMINANCE METER TO MEASURE THE BRIGHTNESS OF THE EMC.

Mount the sensor of your illuminance meter to a tripod and orient the sensor directly towards the face of the EMC at the measurement distance determined in Step 2.



STEP 5 [CONTINUED]

Ensure that the illuminance meter is set to measure footcandles up to two decimal places. As the display alternates between a solid white message and an “off” message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.3 footcandles, then the brightness of the display is in compliance. If not, the display will need to be adjusted to a lower brightness level using the manufacturer’s recommended procedures.



STEP 6

ENSURE THAT THE DISPLAY CAN ADJUST TO DIFFERENT AMBIENT CONDITIONS.

Inspect the sign to ensure that it incorporates a photocell or other technology to ensure that the display can adjust according to ambient lighting conditions.

As the display alternates between a solid white message and an “off” message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.3 footcandles, then the brightness of the display is in compliance.



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WWW.SIGNS.ORG



RECOMMENDED BRIGHTNESS LEVELS FOR ON-PREMISE ELECTRONIC MESSAGE CENTERS



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: October 19, 2017

**SUBJECT: DISCUSS AND PROVIDE DIRECTION REGARDING A PROPOSED
DRAFT ORDINANCE ESTABLISHING REGULATIONS FOR
SHORT-TERM RENTALS IN THE CITY OF SEASIDE AS DIRECTED
BY THE CITY COUNCIL DURING THE SEPTEMBER 21, 2017
STUDY SESSION**

PURPOSE

To provide an opportunity for the City Council to consider and discuss a proposed draft ordinance establishing regulations regarding short-term rentals in the City of Seaside, then provide direction to staff.

RECOMMENDATION

It is recommended that the City Council discuss and consider a draft ordinance regarding regulation of short-term rentals and provide direction to staff.

BACKGROUND

On September 21, 2017, the City Council held a study session to consider issues related to short-term rentals.

Short-term rental units have increase by 85% over the last two years. There are various pros and cons that come with this change in the sharing economy. The good things include an increase in personal income to owners who participate, increased tax collections for the City, and support of the regional tourism economy.

However, with this increase some concerns have been expressed regarding neighborhood character, local housing losses, parking and trash problems.

From the discussion at the study session and information obtained from other cities, staff has

drafted a proposed ordinance attached to this staff report. Some of the discussion points expressed have been included in the proposed ordinance along with other points received from information obtained from several sources.

The proposed ordinance contains blanks regarding numbers and dates for the City Council to consider.

The following points from the study session have been incorporated:

1. Limit number of permits; can be modified by the City Council from time-to-time
2. Only owner-occupied property owners can get a permit
3. No low-income and deed-restricted units can be used as a short-term rentals
4. Limit number of short-term renters to 2 persons per legal bedroom
5. Permit requirements:
 - Off street parking equal to the number of bedrooms
 - Fire and building safety inspections
 - No party houses
 - No "vacation rental" signs
 - Local 24/7 contact person
6. Enforcement per the Municipal Code
7. Complaints, permit revocation and/or non renewal
8. Monetary (by annual fee resolution)
 - Annual permit application fee - \$250; renewal \$100
 - Annual permit fee - \$500
9. Payment of 12% Transient Occupancy Tax (TOT) required
 - 25% of TOT collections from short-term rentals set aside for low income housing

Other points that are included in the draft proposed ordinance:

1. Clarify a distinction between hosted and non-hosted short-term rentals
2. Permit only hosted short-term rentals with a one year grandfathering provision for existing (as of October 14, 2017, with evidence) hosted and non-hosted short-term rentals
3. Existing short-term rentals must pay all transient occupancy tax owed for the prior year (or some other period, to be determined) before receiving a permit
4. Non-hosted short-term rentals will be eliminated by January 1, 2028
5. One short-term rental permit per person, property owner

FISCAL IMPACT

There will be increased collections of Transient Occupancy Tax and Sales Tax.

ATTACHMENTS

1. Proposed Ordinance
-

Meeting Date: October 19, 2017

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

PROPOSED ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEASIDE REGULATING SHORT-TERM RENTALS

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

Section 1. FINDINGS. The City Council finds as follows:

WHEREAS, there has been an increase in privately owned residential dwellings being used as short-term rentals in the City of Seaside; and

WHEREAS, short-term rentals provide a benefit to the City by expanding the number and type of lodging facilities and will provide increased Transient Occupancy Tax revenue to the City; and

WHEREAS, increase in short-term rentals has caused concern about possible adverse impacts to surrounding neighbors and properties including a reduction in affordable housing, excessive noise, disorderly conduct, traffic congestion, illegal vehicle parking and accumulation of refuse; and

WHEREAS, to ensure neighborhood compatibility, to facilitate economic growth within the City and to protect the health, safety and general welfare of the City's residents,

NOW, THEREFORE, the City Council of the City of Seaside does ordain as follows:

Section 2. PURPOSE.

The purpose of this ordinance is to establish regulations for the use of privately owned residential dwellings as hosted short-term rentals to minimize any negative impacts on surrounding properties and to ensure the collection and payment of transient occupancy taxes.

Section 3. AUTHORITY.

In accordance with the California Constitution, Article XI, Section 7, a City may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

Section 4. DEFINITIONS.

As used in this ordinance, the following terms shall have the following meanings:

A. City. The City of Seaside.

B. Short-term Rental. A privately owned residential dwelling, such as, but not limited to, a single family detached or multiple family attached dwelling, apartment house, condominium, cooperative apartment, duplex, mobile home on permanent foundations or a manufactured home on permanent foundations, or any portion of such dwellings, rented for occupancy for dwelling, lodging

- or sleeping purposes for any period less than thirty consecutive days.
- C. Hosted Short-Term Rental. A dwelling unit where the owner with the majority interest in the residential property, or an owner holding an equal share interest if no other owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers the dwelling or a habitable portion thereof for transient occupancy by others.
 - D. Non-Hosted Short-Term Rental. A dwelling unit that is offered for transient occupancy where the owner does not occupy the dwelling unit that is offered for transient occupancy as his or her principal residence.
 - E. Good Neighbor Brochure. A brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to short-term rentals.
 - F. Guest. The overnight occupant(s) renting the short-term rental for a specified period and the daytime visitors of the overnight occupants.
 - G. Local Contact Person. The person designated by the owner or the owner's authorized representative who shall be available twenty-four hours per day, seven days per week for the purpose of responding within sixty minutes to complaints related to the short-term rental and taking remedial action to resolve such complaints.
 - H. Operator. The owner or the owner's authorized representative who is responsible for compliance with this ordinance.
 - I. Owner. The person or entity that holds legal or equitable title to the short-term rental property.
 - J. Responsible Person. A guest of the short-term rental who is at least eighteen years of age and who is legally responsible for ensuring that all guests of the short-term rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental.
 - K. Short-term Rental Permit. An annual permit issued by the City that allows the use of a privately owned residential dwelling as a short-term rental pursuant to this ordinance.

Section 5. APPLICABILITY.

This ordinance applies to short-term rentals as defined in Section 4. The following do not qualify as a privately owned residential dwelling as used herein, and therefore do not need to obtain a short-term rental permit: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, cottage inn, or country inn; a camping site, recreational vehicle, or park model; a hospital, sanitarium, medical clinic, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any asylum, jail, prison, orphanage or other facility in which human beings are detained and housed under legal restraint; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families, any fraternity or sorority house or similar facility occupied exclusively by students and employees of such educational institutions and officially recognized and approved by it; any housing operated or used exclusively for religious, charitable or

educational purposes; any housing owned by a governmental agency and used to house its employees or for governmental purposes; any camp as defined in the Labor Code or other housing furnished by an employer exclusively for employees or employees and their families; and any second unit.

Section 6. SHORT-TERM RENTAL PERMIT.

- A. In addition to any land use entitlement required by City of Seaside, the owner/operator/ shall obtain an annual short-term rental permit pursuant to Sections 6 and 7 herein from the City of Seaside Planning Department before renting or advertising for rent any short-term rental.
- B. The short-term rental permit is issued the owner of residential property which is the principal residence of the owner.
- C. If there is a deed restriction on a property that prohibits the use of a residential dwelling as a short-term rental, then that deed restriction shall control.
- D. If there is an affordability restriction on the property, the property may not be used for short-term rental purposes.
- E. An application may be denied if the applicant has had a prior short-term rental permit revoked for the same dwelling within the past twelve calendar months.

Section 7. SHORT-TERM RENTAL PERMIT APPLICATION AND FEE.

- A. An owner/operator shall submit to the Planning Department a short-term rental permit application provided by the City along with a first-time application fee established annually through the Annual Fee Resolution adopted by the City Council. The short-term rental permit shall be valid for one year from the date of issuance.
- B. The number of permits to be issued by the City of Seaside in 2017 and 2018 will neither exceed the number of existing hosted short-term rentals by more than ___[10%]___ nor the number of existing non-hosted short-term rentals by ___[5%]___.
- C. The City Council will establish the maximum allowable number of hosted and non-hosted short-term rental permits not less than ___[annually]___, and in doing so, will project forward the maximum allowable number of hosted and non-hosted short-term rental permits not less than ___[three]___ years into the future.
- D. All non-hosted short-term rental permits will be eliminated by ___[January 1, 2028]___, with conversion of the number of non-hosted permits to hosted permits allowable by right of owner-occupancy.
- E. Each applicant property will be subject to a fire and building safety inspection.
- F. An owner of a hosted short-term rental shall submit proof of principal residency.
- G. The annual permit fee shall be established annually through the Annual Fee Resolution adopted by the City Council.
- H. A short-term rental permit shall be renewed on an annual basis on the anniversary of the original permit issuance by submitting to the Planning Department a short-term rental permit application and a renewal application

fee established annually through the Annual Fee Resolution adopted by the City Council.

- I. The short-term rental permit shall expire automatically when the short-term rental changes ownership, and a new initial application and first-time application fee will be required. A new application and first-time registration fee shall also be required for any short-term rental that has had its short-term rental permit revoked or suspended.
- J. The registration fees may be used to cover any City costs for administering or enforcing this ordinance, including the use of an outside management company retained for such purpose.

Section 8. Existing Short-Term Rentals – Hosted and Non-Hosted.

- A. Commencing from the effective date of this chapter, an owner of a hosted or non-hosted short-term rental, which meets the definition of an existing short-term rental will be eligible to apply for a Short-Term Rental Permit.

All existing hosted short-term rentals, as evidenced by receipts of guests prior to October 14, 2017, shall be granted permits in the first year, subject only to revocation consistent with Section 12.

All existing non-hosted short-term rentals, as evidenced by receipts of guests prior to October 14, 2017, shall be granted permits in the first year, subject only to revocation consistent with Section 12 or termination consistent with Section 7.

- B. An owner of more than one existing short-term rental is subject to ownership limitations.
- C. Owners of existing short-term rentals, hosted and non-hosted, shall submit all application requirements within 90 (ninety) days following the effective date of this chapter. After registration of the existing short-term rental properties, hosted and non-hosted, new Short-Term Rental Permit applications will be considered on a first-come-first-served basis to issue Short-Term Rental Permits up to the maximum allowable by ordinance in any calendar year. When the maximum number of Short-Term Rental Permits has been issued, applications will be placed in a queue for consideration as permits become available.
- D. Retroactive Payment of Transient Occupancy Tax.
In addition to the permit requirements, prior to consideration for a Short-Term Rental Permit related to any existing or new short-term rental unit, the property owner shall comply with the following requirements:
 - 1. Proof of retroactive payment of the transient occupancy tax amount and all applicable penalties and interest due to the city, to the extent allowed by law, for the ___[one year - entire time]___ during which a dwelling unit was being used as a short-term rental is required.

2. Complete and accurate records shall be provided to the Finance Department showing historic use of the dwelling unit as a short-term rental. Applicants for Short-Term Rental Permits are subject to audit and subpoena of records. Incomplete or inaccurate documentation may disqualify applicants from obtaining a Short-Term Rental Permit.

Section 9. SHORT-TERM RENTAL OPERATIONAL REQUIREMENTS.

- A. The owner/operator shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental.
- B. The number of short-term renters/guests per property is limited to two persons per legal bedroom; for example a three bedroom house would be limited to six guests.
- C. The owner, operator or local contact person shall respond within sixty (60) minutes of being notified that the responsible person or guest of the short-term rental created unreasonable noise, engaged in disorderly conduct or committed violations of any applicable law, rule or regulation and halt or prevent the recurrence of such conduct. The owner, operator or local contact person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within 60 minutes.
- D. The short-term rental shall be occupied for not less than two (2) days and one (1) night.
- E. The short-term rental shall provide off street parking equal to the number of occupied bedrooms in the property.
- F. A short-term rental shall not change the residential character of the outside appearance of the residence including color, material, lighting or any advertising mechanism, including “vacation rental” signs.
- G. Trash and refuse shall not be left stored within public view, except in proper containers for purposes of collection by the City’s authorized waste hauler.
- H. Guests of the short-term rental shall comply with City of Seaside Municipal Chapter 9.12 Regulating Noise, including quiet hours between the hours of 10 PM and 7 AM.
- I. The operator shall post the following information in a prominent location within the short-term rental:
 - 1. Operator name and number;
 - 2. Local contact person name and number;
 - 3. The telephone number for the Police Department and Code Enforcement;
 - 4. The maximum number of parking spaces available onsite;
 - 5. Trash pick-up day and applicable rules and regulations;
 - 6. A copy of City of Seaside Noise Regulations;
 - 7. A copy of the good neighbor brochure; and
 - 8. Notification that a guest, local contact person, responsible person or owner may be cited or fined by the City in accordance with this ordinance.

Section 10. TRANSIENT OCCUPANCY TAX.

- A. The operator shall comply with all the requirements of City of Seaside Municipal Code, Chapter 3.24 Transient Occupancy Tax. For the purposes of City of Seaside Municipal Code, Chapter 3.24, a short-term rental shall qualify as a “hotel.” The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24.
- B. 25% of the Transient Occupancy Tax collected from short-term rentals shall be set-aside in the City of Seaside Housing Fund to be used to assist with affordable housing in accordance with the direction of the City Council.

Section 11. NOTIFICATION AND COMPLAINTS.

- A. Written notice will be provided to all dwellings located within 100 feet of the short-term rental’s property line that a short-term rental permit was obtained for the short-term property. Such notification shall also include the operator’s and local contact person’s contact information.
- B. Complaints related to the operation of the short-term rental including, but not limited to, unreasonable noise and disorderly conduct shall be initially directed to the local contact person. If the local contact person is unavailable or fails to respond, the complaint shall be made to the City of Seaside Police Department.
- C. Complaints related to the issuance of a short-term rental permits and compliance with this ordinance shall be directed to the City of Seaside Code Enforcement Division.

Section 12. ENFORCEMENT, VIOLATIONS, FINES AND PENALTIES.

- A. In addition to any other remedies provided by law, violations of this ordinance shall be enforced as authorized in City of Seaside Municipal Code. Each day a violation is committed or permitted to continue shall constitute a separate offense. Violations of this ordinance shall be treated as a public nuisance and strict liability offense regardless of intent.
- B. A violation of any provision of this ordinance by any of the guests, owners or operators shall constitute grounds to suspend or revoke a short-term rental permit.

Section 13. SEVERABILITY.

If any provision, clause, sentence or paragraph of this ordinance of the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 14. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its adoption.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

BY: Don Freeman

DATE: October 19, 2017

**SUBJECT: RECEIVE PRESENTATION, DISCUSS AND CONSIDER A
RESOLUTION SETTING VALUES FOR LAND TRANSFERRED TO
THE STATE OF CALIFORNIA FOR THE CALIFORNIA CENTRAL
COAST VETERANS CEMETERY**

PURPOSE

It is recommended that the City Council adopt a Resolution setting the values for land transferred to the State of California for the California Central Coast Veterans Cemetery

RECOMMENDATION

This request is submitted for City Council consideration and action.

BACKGROUND

The Fort Ord Reuse Authority (FORA) Base Reuse Plan adopted in 1997 calls for a Veterans Cemetery as a key component in the base-wide recovery program. The City of Seaside is a member agency of FORA. Together with many local individuals and organizations, the City fully supports creation of the California Central Coast Veterans Cemetery (CCCVC) on the former Fort Ord land. Individuals and organizations also support the regional effort to establish the CCCVC with personal, corporate and other contributions to the Central Coast Veterans Cemetery Foundation=s fund-raising efforts.

The United States and California Department of Veterans Affairs agreed to provide financial and leadership for the CCCVC and accepted responsibility for completing a full-scale facility to honor California Veterans. The City of Seaside and the County of Monterey entered into agreements recognizing the importance of setting aside a centrally-located property for the CCCVC, and as such, a total of 84.4 acres of developable land has been transferred to the State of California for that purpose. The City agreed to forego the revenue return from such property in order to aid the project.

FORA has established a general average value of \$171,000 per acre for development properties.

As such, the subject 84.4 acres is valued at \$14,432,400. Of the 84.4 total acres, 32.22 acres were transferred by the City of Seaside for an established value of \$5,509,620.

The United States and California Department of Veterans Affairs require local matching contributions in the financing of state cemeteries receiving federal funds. The City of Seaside is requesting the California Department of Veterans Affairs (CalVet) apply the \$5,509,620, the value assigned to the 32.22 acres transferred by the City, to Phase II of the state required local match for a United States Department of Veterans Affairs (USDVA) cemetery construction grant.

No CEQA review is required in connection with the adoption of this Resolution.

FISCAL IMPACT

No fiscal impact to the City of Seaside is anticipated.

ATTACHMENTS

- 1.
 1. Draft Resolution
-

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE SETTING THE
VALUES FOR LAND TRANSFERRED TO THE STATE OF CALIFORNIA FOR THE
CALIFORNIA CENTRAL COAST VETERANS CEMETERY**

WHEREAS, the Fort Ord Reuse Authority (FORA), and all FORA Board members have supported the creation of the California Central Coast Veterans Cemetery (CCCVC) on former Fort Ord land; and

WHEREAS, the City of Seaside is a member agency of the Fort Ord Reuse Authority and supports a Veterans Cemetery on the former Fort Ord land; and

WHEREAS, the FORA Base Reuse Plan adopted in 1997 calls for a Veterans Cemetery as a key component in the base-wide recovery program; and

WHEREAS, many local individuals and organizations have supported the regional effort to establish the CCCVC with personal, corporate, and other contributions to the CCCVC Foundation=s fund-raising work; and

WHEREAS, the United States and California Department of Veterans Affairs have agreed to provide financial and ownership leadership for the CCCVC and have accepted responsibility for completing a full-scale facility to honor California Veterans; and

WHEREAS, FORA, the City of Seaside and the County of Monterey have entered into agreements recognizing the importance of setting aside a centrally-located property for the CCCVC and to forego the revenue return from such property to aid the project demands; and

WHEREAS, a total of 84.4 acres of developable land have been transferred to the State of California for the purpose of developing a centrally located Veterans Cemetery; and

WHEREAS, FORA has established and published a general average value of \$171,000 per acre for development properties for a total value of \$14,432,400 for the 84.4 acres; and

WHEREAS, of the 84.4 total acres 32.22 acres were transferred from the City of Seaside for an established value of \$5,509,620; and

WHEREAS, the United States and California Department of Veterans Affairs require local matching contributions in the financing of state cemeteries receiving federal funds; and

WHEREAS, the City of Seaside is requesting the California Department of Veterans Affairs (CalVet) apply the \$5,509,620 value assigned to the City of Seaside to Phase II of the state required local match for a United States Department of Veterans Affairs (USDVA) cemetery construction grant.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The total value of the land that has been contributed to the State of California for the establishment of the CCCVC is worth approximately \$14,432,400.

2. The value of the land contributed by the City of Seaside for the establishment of the CCCVC is worth approximately \$5,509,620.

3. The City of Seaside sustains its commitment to forego its share of the revenues for these and the related parcels in order to support the local share requirements for the CCCVC and ongoing fund-raising work for meeting project obligations.

4. The City of Seaside requests CalVet apply the \$5,509,620 land value toward Phase II of the state required local match for a USDVA cemetery construction grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ____ day of _____, 2017, by the following roll call vote:

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

SO ORDERED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 11.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: October 19, 2017

**SUBJECT: DISCUSS COUNCIL MEMBER JONES REQUEST TO CREATE A
HOMELESS COMMISSION AND AN ENVIRONMENTAL
COMMITTEE**

PURPOSE

The purpose of this item is to discuss Council Member Jones' request to create two new advisory bodies, one Environmental committee and one Homeless commission.

RECOMMENDATION

It is recommended that the City Council discuss the request and provide direction to staff.

BACKGROUND

During the October 5, 2017 City Council meeting Council Member Jones requested to agendaize creation of two new commissions for the City, one Homeless Commission and one Environmental Committee.

On August 2, 2017, City Council conducted a Study Session regarding Council Member Jones previous request to add three new advisory bodies, a Homeless Commission, an Affordable Housing Commission and an Environmental Committee. The direction from the majority of the Council was to take up the discussion during the next Strategic Planning Session. No further action was taken.

Per the adopted Resolution 17-07, "Any request made by any City Council Member during "Council Member Agenda Requests" be agendaized for discussion not later than the following regular City Council meeting, at which point the City Council can provide further direction with regard to the timing of when the requested matter shall come before the Council for review and subsequent Council direction."

Per the policy, the City Council may discuss the request and provide direction to staff. Should the Council chose to direct staff to agendize this for action at a later City Council meeting, addition or removal of a commission requires modification of the Municipal Code by Ordinance.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. None.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager