A G E N D A

CITY OF SEASIDE	REGULAR MEETING
CITY COUNCIL	COUNCIL CHAMBER
	440 Harcourt Avenue
	Thursday, April 19, 2018
	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. **PROCLAMATION FOR ARBOR DAY**

B. **PROCLAMATION OF SMALL BUSINESS WEEK APRIL 29 TO MAY 5**

C. **PRESENTATION OF THE APRIL 2018 HOUSE OF THE MONTH AWARD**

D. **COMMUNITY UPDATE PRESENTATION FROM MONTEREY SALINAS TRANSIT**

E. **ACKNOWLEDGEMENT OF LIFE SAVING EFFORTS BY SEASIDE POLICE OFFICERS**

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 APRIL 5, 2018**

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

B. **APPROVE AND FILE CITY CHECKS**

PURPOSE & RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of March 24, 2018 through April 6, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 29, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is $.

C. **ADOPT A RESOLUTION DESIGNATING SURPLUS FIRE DEPARMENT MOBILE AND PORTABLE RADIOS AND AUTHORIZE TRADE IN OF SURPLUS EQUIPMENT TOWARD THE PURCHASE OF COMMAND PORTABLE RADIOS.**

PURPOSE & RECOMMENDATION: It is requested that City Council adopt a resolution designating the surplus of the following fire department equipment: 43 portable and 11 mobile radios. In addition authorize trade-in of the surplus equipment toward the purchase of four Bendix King Command Portable Radios to be used by strike teams deployed around the State.

D. **APPROVE THE SALE OF REMNANT UNUSED RIGHT-OF-WAY TO VAL STROUGH HONDA FOR $20,000 IN ORDER TO ACCOMMODATE THE EXPANSION AND REMODEL OF THE DEALERSHIP.**

PURPOSE & RECOMMENDATION: To sell a remnant unused right of way to accommodate the expansion of the Honda Dealership.

E. AWARD A PROFESSIONAL SERVICES AGREEMENT TO SAGE RENEWABLES FOR DESIGN AND FINANCING SERVICES OF A PHOTOVOLTAIC SOLAR PROJECT AT CITY HALL

PURPOSE & RECOMMENDATION: The purpose of this item is to consider awarding a professional services agreement with Sage Renewables to provide design and financing services for a photovoltaic project at City Hall.

F. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

PURPOSE & RECOMMENDATION:
The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their special TAC meeting on April 10, 2018 and direct staff to proceed with amending Seaside Municipal Code as follows:

1. Amend the Muni Code Section 10.32.070 to prohibit the parking of "vehicles for sale" upon any street within the commercial, mixed use, park & open space, public institutional zoned property and publicly owned parking lots.
2. Amend the Muni Code Section 17.34.030 to allow vehicles or other personal property for hire, rental, or sale to park on private property within the residential zone.

G. ADOPT RESOLUTION APPROVING THE SB 1 PROJECT LIST IN SUPPORT OF PROJECTS FUNDED BY THE ROAD REPAIR AND ACCOUNTABILITY ACT (RMRA) OF 2017

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider approval of a resolution authorizing staff to submit the SB 1 Project List to the California Transportation Commission

H. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE 2018 MONTEREY PENINSULA PRIDE CELEBRATION AND PARADE

PURPOSE & RECOMMENDATION: The purpose of this item is to consider Monterey Peninsula Pride's request for co-sponsorship to waive all fees in the approximate amount of Five Thousand, Eight Hundred, Ninty Eight Dollars, and Seventy Five Cents ($5,898.75) related to the 2018 Monterey Peninsula Pride Celebration and Parade in June 2018.

9. BUSINESS ITEMS

A. RECEIVE THE 2017-2018 THIRD QUARTER BUDGET REPORT, ACCEPT AND FILE THE REPORT, PROVIDE DIRECTION TO STAFF AND CONSDER ADOPTION OF A RESOLUTION APPROVING THE PROPOSED BUDGET ADJUSTMENTS

PURPOSE & RECOMMENDATION: The purpose of this item is to provide the City Council the opportunity to receive the report on the 2017-2018 third quarter Budget, accept and file the Report, provide direction to staff as desired and consider adoption of a resolution approving the proposed Budget adjustments.

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

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 3, 2018
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://cvp.telvue.com/player?id=T01629&video=52314&noplaylistskin=1&width=400&height=300
Videos of past meetings are available on demand through the City's website: http://www.ci.seaside.ca.us

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

City of Seaside
PROCLAMATION

Arbor Day
April 27, 2018

WHEREAS, *in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

WHEREAS, *this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

WHEREAS, *Arbor Day is now observed throughout the nation and the world; and*

WHEREAS, *trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

WHEREAS, *trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and*

WHEREAS, *trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and*

WHEREAS, *trees, wherever they are planted, are a source of joy and spiritual renewal.*

NOW THEREFORE, BE IT PROCLAIMED, *that, I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 27, 2018 as* ***"Arbor Day"*** *in the City of Seaside, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.*

Ralph Rubio
Mayor

April 19, 2018

City of Seaside

Proclamation

Declaring April 29-May 5, 2018 as “Small Business Week” in the City of Seaside

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

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

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

WHEREAS *owners of small businesses deserve recognition, gratitude and support through the Small Business Administration sponsored National Small Business Week April 29 to May 5th, 2018; and*

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

NOW, THEREFORE, *I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, do hereby proclaim April 29 to May 5, 2018 as Small Business Week, and I urge all residents to recognize small business for the contributions they make in providing jobs and generating revenue, and for the unique cultural and social element they bring to our community.*

PRESENTED *on this 19th day of April, 2018, by Mayor Ralph Rubio, in the City of Seaside, in Monterey County, State of California*

____

Ralph Rubio, Mayor

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: April 19, 2018

SUBJECT: **COMMUNITY UPDATE PRESENTATION FROM MONTEREY SALINAS TRANSIT**

PURPOSE & RECOMMENDATION

To receive a Community Update presentation from representatives from Monterey Salinas Transit.

BACKGROUND

This item is to recieve a presentation from Hunter Horvath, Assistant General Manager of Monterey Salinas Transit (MST) on current projects, budget, ridership, Measure Q and Measure X spending and challenges facing MST. The City Council is encouraged to ask questions as appropriate. Presentation is attached.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. MST Presentation

Reviewed for Submission to the
City Council by:

____

Craig Malin, City Manager

Monterey-Salinas Transit

Community Update

MST Fast Facts

MST
MONTEREY-SALINAS TRANSIT

MST Fast Facts

MST FIXED ROUTE

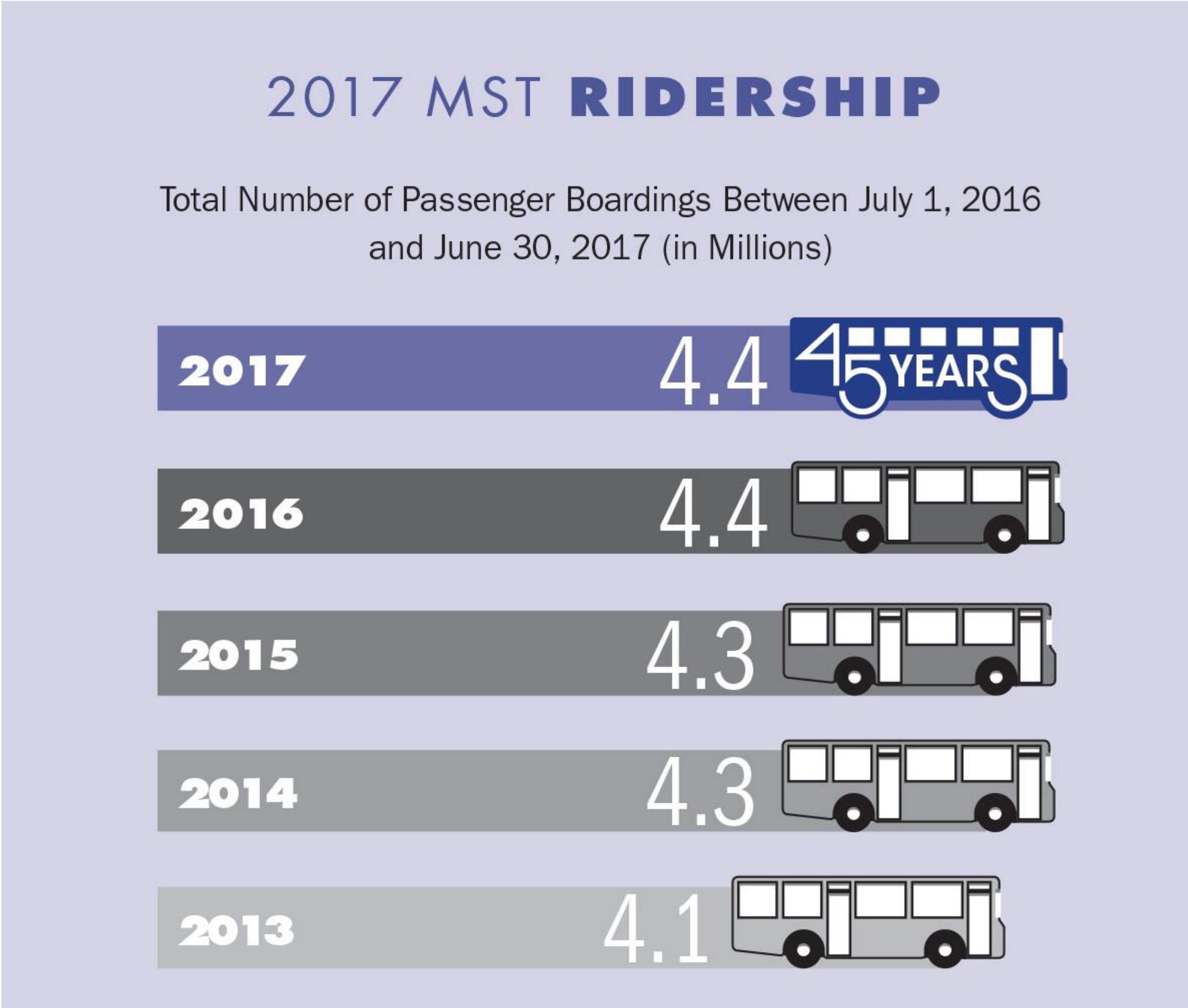
Population Served: **435,232**
Service Area: **295 square miles**
Fleet Size: **122**
Operating Expenses FY 2017: **$37,233,619**
Capital Expenses FY 2017: **$10,532,211**
Passengers Carried: **4,262,312**
Farebox Recovery Ratio: **26.6%**
Stops in Service Area: **1,317**
Revenue Miles Traveled: **4,572,297**
Routes: **58**
Employees: **250**

MST RIDES

Fleet Size: **34**
Operating Expenses FY 2017: **$4,114,519**
Capital Expenses FY 2017: **$707,391**
Passengers Carried: **132,769**
Farebox Recovery Ratio: **11.7%**
Revenue Miles Traveled: **976,231**

MST
MONTEREY-SALINAS TRANSIT

MST Fast Facts



MST
MONTEREY-SALINAS TRANSIT

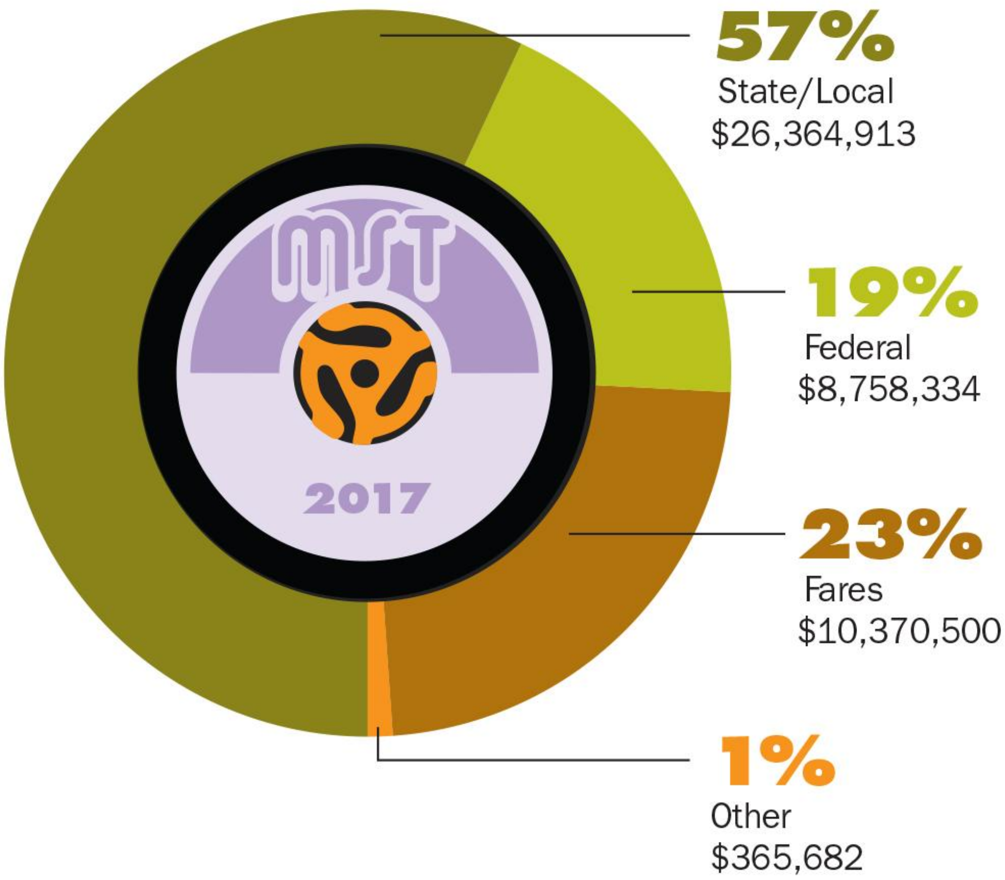
MST Fast Facts

- 231,706 miles between preventable accidents
- 89% on time performance
- 91% of riders rate MST service good or excellent
- Recognized Nationally as an innovative leader

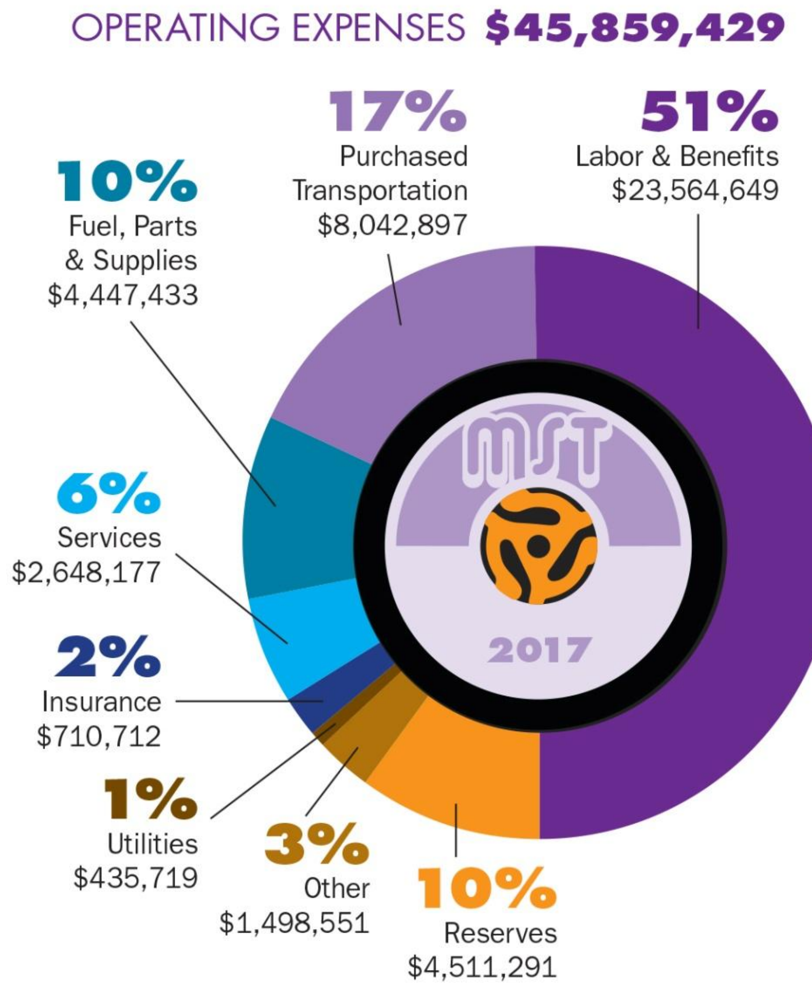
MST
MONTEREY-SALINAS TRANSIT

MST Budget

OPERATING REVENUE **$45,859,429**



MST Budget



MST
MONTEREY-SALINAS TRANSIT

Recent Accomplishments

- RealTime bus arrival information deployed
- Monterey Bay bus facility under construction
- Grant to build new bus facility in King City
- 33 new buses arriving this year:
  - 26 standard buses
  - 2 zero emission buses
  - 5 MST trolleys
- Discounts and new services for seniors, veterans and persons with disabilities

MST
MONTEREY-SALINAS TRANSIT

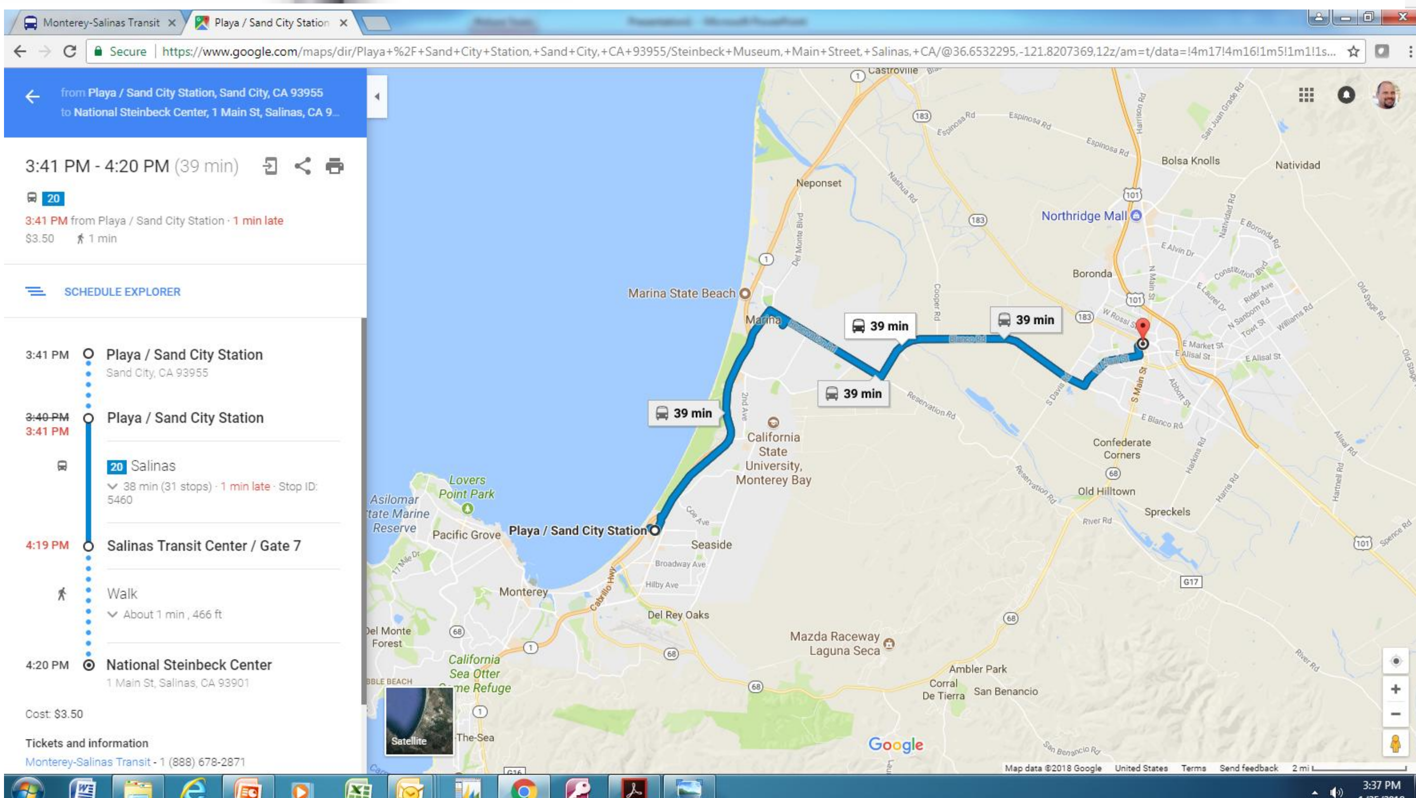
MST RealTime

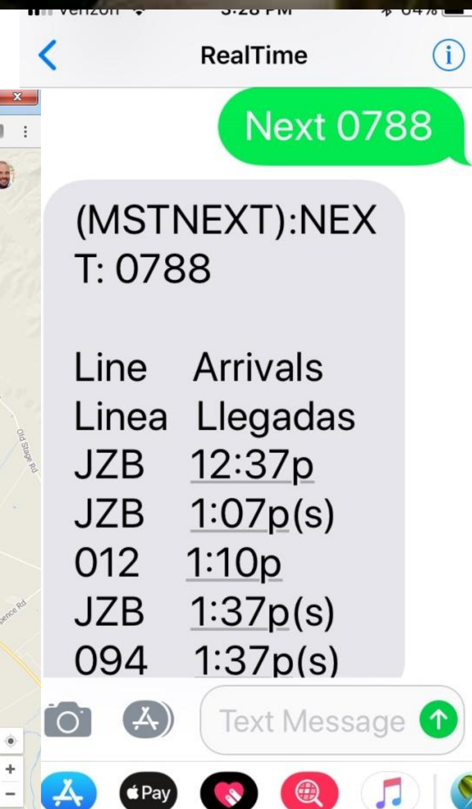
RealTime bus arrivals via:

- Telephone
- Smart phone app
- Text message
- Google Maps

MST
MONTEREY-SALINAS TRANSIT


MST RealTime
Text Next 1234 to 25370
Call 1-888-MST-BUS1 and enter 1234


Monterey-Salinas Transit
Playa / Sand City Station
https://www.google.com/maps/dir/Playa+%2F+Sand+City+Station,+Sand+City,+CA+93955/Steinbeck+Museum,+Main+Street,+Salinas,+CA/@36.6532295,-121.8207369,12z/am=t/data=!4m17!4m16!1m5!1m1!1s...
from Playa / Sand City Station, Sand City, CA 93955
to National Steinbeck Center, 1 Main St, Salinas, CA 9...
3:41 PM - 4:20 PM (39 min)
20
3:41 PM from Playa / Sand City Station · 1 min late
$3.50
1 min
SCHEDULE EXPLORER
3:41 PM Playa / Sand City Station
Sand City, CA 93955
3:40 PM 3:41 PM Playa / Sand City Station
20 Salinas
38 min (31 stops) · 1 min late · Stop ID: 5460
4:19 PM Salinas Transit Center / Gate 7
Walk
About 1 min , 466 ft
4:20 PM National Steinbeck Center
1 Main St, Salinas, CA 93901
Cost: $3.50
Tickets and information
Monterey-Salinas Transit - 1 (888) 678-2871
39 min
39 min
39 min
39 min
Marina State Beach
Marina
Neponset
Northridge Mall
Boronda
Bolsa Knolls
Natividad
California State University, Monterey Bay
Seaside
Monterey
Pacific Grove
Del Rey Oaks
Confederate Corners
Old Hilltown
Spreckels
Mazda Raceway Laguna Seca
Ambler Park
Corral De Tierra
San Benancio
Lovers Point Park
Satellite
Google
3:37 PM
1/25/2018


RealTime
Next 0788
(MSTNEXT):NEXT: 0788
Line Arrivals
Linea Llegadas
JZB 12:37p
JZB 1:07p(s)
012 1:10p
JZB 1:37p(s)
094 1:37p(s)
Text Message

MST South County Campaign

- Grant funded promotional campaign
- April – July 2017
- TV, radio, bus, billboard on Highway 101 in Chualar, and social media
- 15 years serving South County
- 200,000 passengers annually
- May 4th ride free on line 23

DESIGNED TO MOVE YOU

MST
MONTEREY-SALINAS TRANSIT

MST Measure Q

- 1/8 of one percent county-wide sales tax to protect and maintain transit services for veterans, seniors and persons with disabilities
- November 2014
- Passed with 72.4 % support

YES on Q

Protect Transit Services for Veterans, Seniors and the Disabled

MST
MONTEREY-SALINAS TRANSIT

MST Measure Q 5-Year Plan

- Protect and enhance existing services
- Paratransit emergency response module
- Veteran free annual bus pass program
- Veteran helping veterans program
- Volunteer driver reimbursement program
- Flex voucher system

YES on Q

Protect Transit Services for Veterans, Seniors and the Disabled

MST

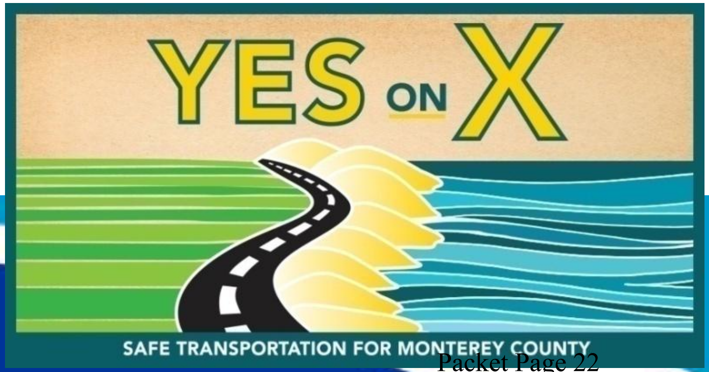
MONTEREY-SALINAS TRANSIT

MST and Measure X

- 3/8 of one-percent countywide sales tax to support local roads, regional mobility, and transit services for youth seniors, working families and persons with disabilities for 30 years

- Estimated dollars raised over the life of the tax: $600 million (2015 dollars)

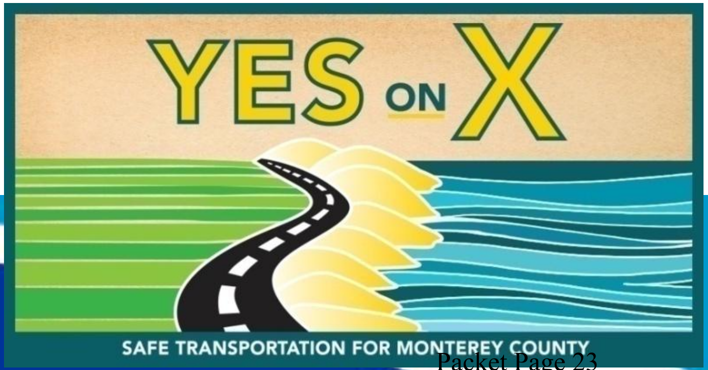
- Nov 2016 - 67.7% support



MST
MONTEREY-SALINAS TRANSIT

MST and Measure X

- Highway 1 rapid bus (Surf!) - $15M
- Salinas Valley commuter bus / facilities - $25M
- Transportation for seniors and persons with disabilities - $15M



The Future of MST........

MST Major Projects

- Operations and maintenance facilities:
  - Monterey Bay (April 2018)
  - South County $11.2M (2019)
  - Salinas $14.5M (2020)
- Salinas Mobility Center (July 2018)
- Salinas Transit Center improvements $400K (July 2018)
- Highway 1 rapid bus corridor $40.7M (2023)

MST
MONTEREY-SALINAS TRANSIT

MST Major Challenges

- Bus driver recruitment
- National Highway Trust Fund insolvency
- Zero emission bus regulations
- Efforts to repeal State gas tax funds

MST
MONTEREY-SALINAS TRANSIT

Thank You!

Follow us on social media
Facebook: @montereysalinas.transit
Twitter: @MST_BUS
Instagram: mst_bus

www.mst.org ▪ 888-MST-BUS1

DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, April 5, 2018
7:00 PM

1. **CALL TO ORDER**
Mayor Pro Tem Alexander called the meeting to order at 7:00 PM.

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**
PRESENT: Alexander, Campbell, Jones, Pacheco
ABSENT: Rubio

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
Pastor Britt provided the invocation and Council Member Jones lead the Pledge of Allegiance.

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

5. **PUBLIC COMMENT**
Mayor Pro Tem Alexander invited comments from the public.

- Pastor Britt informed the Council that on May the 20th Greater Victory Temple will celebrate 75 years and he invited the Council and the public to the celebration.
- Peter Keiser thanked those that supported the Forty Days for Life protest in front of Planned Parenthood and recommended the Council consider the US Constitution when considering resolutions and should follow the bible when making policies.
- Michel Campos spoke against the road closure on Highland and Plumas avenue. He indicated the City of Del Rey Oaks' eventual plans to connect to the FORTAG project. He encouraged people to watch the DRO website and thinks that the various cities around the County are trying to get grant money by blocking off the road and encouraged looking into the concern.
- John Wizard spoke for Bobby Maxwell, President of the Police Activities League inviting the Council and the Public to the basketball banquet on Friday the 13th. He also requested the City reconsider the days and times of the Water Allocation Committee meetings. He thinks that they need to be made more apparent so more people can attend, and suggested requiring the items be heard during more convenient meeting times, including possibly by the City Council or suggested changing the makeup of the committee to include council members.
- Kenneth Murray invited the Council and the public to the Faith Based Domestic Violence Conference on April 28th from 10 am to 2 PM at Ocean View Baptist Church.
- Susan Ragsdale-Cronin spoke as a Del Rey Oaks resident who is not a fan of the traffic closure and that there are many elderly residents that are getting lost and she hopes that Seaside can work with Del Rey Oaks to find a better solution.

- Felix Bachofner spoke to his previous request to have permit holidays to incentivize improvements for businesses and residents. He spoke to City's temporary fee waiver for Broadway as a catalyst for private investment. That being said, he then indicated approached the City Economic Development Staff in October and has still had no resolution, and requested the Council to look into it and see where the communication breakdown is happening.
- Juan Sanchez, program coordinator of Palenke Arts and youth Diana spoke regarding the CDBG proposals for funding and shared with the Council and the Community the positive impacts of the program. Ms. Sanchez is also against the Carlton Closure. Diana shared how Palenke Arts has impacted her life and she does not want to lose it.
- Brenda Lewis spoke to attending last Del Rey Oaks City Council meeting regarding the Carlton Drive Highland Street Barricade. She spoke to many residents communicating to her their frustration, mostly elderly, who are getting confused and lost. She said that there is now increased traffic on Hilby and Kimball and hopes the Council will do something to alleviate the pressure this is putting on Seaside residents.

City Manager Malin indicated he will meet with Mr. Bachofner any time to assist and reminded the public there are no permit fees for developments on Broadway at this time. He agreed with making water meetings more public.

6. PUBLIC AGENCY COMMUNICATIONS

City Engineer Rick Riedl reported that on Saturday April 7th, TAMC, DRO and Seaside will be hosting a walking bus tour of Canyon Del Rey to receive input for improved mobility and safety improvements.

Fire Chief Dempsey invited the Council and the public to the Seaside American Legion Post 591 152nd Annual Police and Firefighter Awards Dinner Monday April 16, 2018.
Brenda Lewis Seaside Representative on the Water Management District updated the Council on the Pure Water Monterey Project progress and success. She also encouraged Seaside residents of the rebate program for purchasing water saving devices ranging from $15 to $500.

Environmental Committee Member John Wizard spoke to the inaugural meeting for the Environmental Committee and encouraged people to attend the next meeting April 11th.

CSUMB student Samuel Alvarez working with the City of Seaside Sustainable Year program announced that there will be new cross walks and curb extensions on Baker and Echo Avenue there will be an event on April 21st and invited the residents to come and see the new cross walk and provide feedback for traffic and mobility at Baker and Echo Avenue.

7. PRESENTATIONS

A. CITY OF SEASIDE AWARDS FOR 2017-2018 BUDGET AND THE JUNE 30, 2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Daphne Hodgson presented the City Council with two award certificates for Outstanding Financial Reporting from California Society of Municipal Finance Officers. Ms. Hodgson spoke to Assistant Finance Director Foster's efforts that resulted in the two distinguished finance awards to the City.

B. PRESENTATION OF CALIFORNIA ASSOCIATION FOR LOCAL ECONOMIC DEVELOPMENT AWARD OF MERIT FOR ECONOMIC DEVELOPMENT PROGRAMS-SEASTARS

Administrative Analyst Mikesell received a California Association for Local Economic Development award of merit for the SeaStars park clean up group. She presented the City Council the award on behalf of the Economic Development Department.

8. CONSENT CALENDAR

Council Member Pacheco requested to pull Item 8D. There were no requests to speak from the Public on the Consent Calendar.

Council Member Pacheco questioned the TAC recommendation for time limited parking on Broadway asking if the City has previously received complaints about parking prior to receiving the request indicating one business owner is concerned because her customers need more than two hours. If there was no problem before, why is staff negatively impacting the area now? City Engineer Riedl responded that the original request was to make the entire length of the street two hours however The Traffic Advisory Committee considered her request and recommend a compromise that three of the spots in front of her business remain untimed and the remaining are limited to two hours. He indicated that the neighboring restaurant is being negatively impacted by the length of time people are parking yet the salon owner is not satisfied with the compromise. Council member Campbell thinks that the compromise is worth monitoring and he spoke in support of the recommendation of the TAC.

Mayor Pro Tem Alexander invited comments from the public and had no requests to speak.

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

A. APPROVE MINUTES OF MARCH 15, 2018

Action: Approve

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVAL TO TEMPORARILY MODIFY THE POSITION ALLOCATION LIST TO OVER-HIRE THE FIREFIGHTER CLASSIFICATION BY ONE DUE TO AN UPCOMING RETIREMENT.

Action: Authorized and Passed

D. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS.
Action: Approved as presented

9. BUSINESS ITEMS

A. CONSIDERATION OF COMMUNITY DEVELOPMENT ADVISORY COMMITTEE RECOMMENDATIONS FOR THE USE OF 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND PROVIDE STAFF DIRECTION FOR STAFF TO INCLUDE IN THE 2018-2019 ANNUAL ACTION PLAN REQUIRED TO BE SUBMITTED TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

Administrative Analyst Mikesell presented the CDBG funding recommendations for the 2018-19 and 2019-20 grant funding cycle. She spoke to the HUD allowable funding categories and the priorities that have been established by the Community Development Advisory Committee. She indicated that the Federal Government has not yet determined the City allocation, therefore the amounts are estimates. Total funding available is anticipated to be $463,000. She explained the public workshops held and the formal application process and noted an unusually high amount of applications received. Ms. Mikesell briefly provided an overview of each of the applications. She did note that two applications; Meals on Wheels and Del Monte Manor were withdrawn by the applicants. She explained the CDAC recommendations for the public service funding which provided two options due to the limited funding. The first option would split all of the funds equally, the second would cap all requests at $15,000 and each applicant would get an equal percentage of their total capped request per estimated funding available. Ms. Mikesell then outlined the Project Applications for a total request of $300,950.00 and explained the CDAC recommendation to reorganize the requesting funds pushing the Veteran's Transition Center funding to year two, so that all projects could be funded as requested. They further recommended that should the estimated CDBG funding fall short, all projects should be reduced by an equal amount. Staff recommended that the City Council chose on of the two options for the public service applications and approve the proposed annual action plan with the included contingency provisions per HUD guidance, and direct staff to prepare the final draft plan for approval on May 17th. Ms. Mikesell answered questions from the Council.

Council Member Pacheco spoke to attending CDBG meetings and commended Ms. Mikesell for her management of the program. He also indicated that the Food Bank of Monterey and Del Monte Manor backed out because of the minimal available funding and they should be commended for their cooperative spirit. He requested that any applicant speak to the impacts the recommendations may have on their programs and he questioned staff if the allowable 20% for administrative costs is sufficient to cover the time and the effort spent facilitating the program.
Council Member Campbell questioned why the ECHO application was kept whole, which Ms. Mikesell indicated that it was because it was a modest request to start and they wanted to respect that from the applicant. Mayor Pro Tem Alexander questioned if there is a required percentage of Seaside residents that have to be served to which Ms. Mikesell said that the money provided from the City of Seaside has to benefit Seaside residents.

Mayor Pro Tem Alexander invited comments from the public and any of the applicant agencies.

- Margery Rocha, Executive Director of ECHO spoke to the services provided by the program and that in effort to keep costs low, they submitted a reasonable request and spoke to the services that can be provided for that cost request. It costs the same to administer a $4800 request as it would for a $10,000 grant. Fair housing is federally mandated. Please vote for option A.
- Mel Mason Executive Director of the Village Project spoke to the benefit of the funding for their program. He indicated that the after school academy is different that offers not just after school programming but also therapy for the student or their families. He spoke to the awareness of like programs that also need funding.
- Angela Britt spoke representing the request of Greater Victory Temple and spoke to serving 32 children in an after school capacity which includes feeding children and their families dinner four days per week. Reduced funding will reduce program options from four days per week to two days per week. The church is also intending to develop low income housing for these families on their property as well.
- Maria Mola, Development Director at Veteran's Transition center spoke to her proposal to provide emergency transitional housing for homeless veterans. Those that are taken off the street 90 days after they become homeless are almost 100% less likely to return to homelessness. Having the project pushed back a year is not ideal as they want to finish the expansion of the programs. The project is shovel ready, the units are uninhabitable and have been vacant since the closure of Fort Ord. CDBG program prioritizes affordable housing and this project is the only program that actual creates and adds to the affordable housing market. She requested to move it back into the first year of funds, with the primary focus of expanding housing on the peninsula
- Regina Mason, branch president of NAACP said the NAACP has provided advocacy support for tenants/landlords and they have needs and would have loved to have known the ECHO program existed. The NAACP will find a fiscal sponsor for this service as it is a needed service.
- Juan Sanchez Program Coordinator of Palenke Arts explained their purpose of educating about multi-cultural arts. He spoke to the programs offered and the individuals served and that they are the only program providing services of this kind on the Peninsula. He spoke to the size of their organization, and to the administrative overhead costs and expectations. He requested that the Council come to the art against bullying program the next five weekends.
- Shari Hastey spoke to the competitive nature of this grant which is hard because they work so hard to try to cooperate throughout the year. She spoke to the administrative expectations for this grant and that if they cannot get $10,000 it is not a worthwhile funding source. She expressed frustration about the process.
- Susan Allman, Legal Services for Seniors reiterated that as the dollar value goes down, the reporting does not go down but that they will adjust their expenses in operational costs to maintain the level of service that needs to be maintained. They will do what they can to meet the need, as the need is high.
- Patty Fernandez, Executive Director of Girls Inc. of the Central Coast spoke to providing leadership and mentorship of over 100 girls and that funding goes directly to the girls that are hired from Seaside, working at the high school middle school and elementary. She thanked the Council for their efforts and the tough decision that needs to be made.

The Council discussed the applications and attempted to identify other mechanisms to maximize funding and satisfy applicants. Council Member Pacheco asked the VTC representative if their proposed housing project could still move forward if the funds were not received until year two to which she responded that knowing the funding jeopardy of the federal administration, she is concerned that there is a less chance of getting funds next year. She explained that the project would be providing the only emergency shelter program in the City of Seaside.

Council Member Pacheco expressed disappointment that applicants this year have been feisty, territorial and not cooperative. He also indicated that programs provided by the local community services providers also keep people off the streets and keep the community together. He spoke in support of option B. Council Member Jones also supported option B. Council Member Campbell questioned the CDAC recommendations asking if there was a prioritization of the applications to which there was not. Regarding CIP, he supports the recommendation as provided by the CDAC, contingent on the fund availability, but also indicated he supports the worthiness of the VTC project. He suggested the City Council to consider allocating the currently budgeted $30,000 allocated for homeless programs and funds from the affordable housing fund to assist with funding the VTC project in year one instead. He supports A over B because he supports a modest request. Mayor Pro Tem Alexander spoke in support of option B

Council Member Pacheco made a motioned to approve the recommended option B, related to the capital improvement and allocate the additional $20,000 for the VTC this year if that remains, with the request to consider allocating the budgeted $30,000 for homeless services to the VTC for a total of $50,000 for this year as consideration. Motion was seconded by Council Member Jones.

Speaking on the second, Council Member Campbell thanked Council Member Pacheco for adding the VTC renovations for consideration in the future, but cannot not support motion because option B unfairly punishes applicants who made more modest requests and does not support lowering the applicant below $5,000. A is a more fair choice.

Council member Jones requested to amend the motion to recommended that ECHO be funded at $5,000 and the numbers be modified proportionally if the funding allocation changes. Amendment agreed to by Council Member Pacheco

Motion Carries 3 – 1, Council Member Campbell voting No.

B. DISCUSS AND CONSIDER A RESOLUTION REGARDING SUPPORT FOR EFFECTIVE GUN CONTROL

City Manager Malin report that this was an item requested by Council Member Jones who explained the genesis of the request stemmed from a discussion in response to the Parkland, FL shooting. This is a local action that can be taken to prevent similar in other communities. The resolution if approved will be sent to all higher elected.

Mayor Pro Tem Alexander invited comments from the public.

- Bob Coble, retired teacher of 40 years of service spoke to the changing environment of the school system that previously there was no concept that the kids in schools are not safe. He believes in the second amendment, but that it does not apply to what is

happening here. He supports this resolution and recommends supporting it unanimously.
- Gertrude Smith she expressed support of this resolution.
- Shari Hastey spoke to two Seaside youth at Juvenile Hall after an instance of gun threats in our own community. We need to do something to support change.
- Felix Bachofner commended trying to make a local effort. Suggested a grammatical change believing it reads that "activities as walk outs, sit ins, civics training, voter registration campaigns" are considered acts of civic disobedience and peaceful protest." And requested that be changed and also suggested that regulations be considered to make it substantially more complicated to obtain bullets, such as applying onerous fees to the purchase of bullets in this jurisdiction.
- John Wizard suggested the removal of the word "Other" to satisfy Mr. Bachofner's grammatical concern and does agree that this is courageous action. Show people Seaside is part of the conversation.
- Peter Keiser spoke to research done by John Lott and to the history of the second amendment, and he does not agree with gun free zones. He requested the resolution be rewritten, and that includes the myths of gun control issues and that it should be balanced and support the second amendment of the constitution.

Council Member Jones spoke in support of removal of the word "other" and that she believes reasonable gun control and safety laws does not infringe upon the second amendment which also does not say that it cannot be regulated. She thanked Mr. Bachofner for his suggestion about bullet availability.

Council Member Pacheco wants the City to lead rather than follow. He acknowledged that mental health is an issue and requested incorporation of that concept into the document. Council Member Campbell disagreed with Council Member Pacheco with mental health incorporation because it may unfairly and unintentionally stigmatize those with mental health issues. They are not inherently more violent than the average person.

On motion by Council Member Campbell and seconded by Council Member Jones and passed by the following vote the City Council adopted the Resolution as presented with the grammatical change of removing the word "Other" and adding "the military acting as law enforcement".

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

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

Council Member Jones requested that a discussion for the impact for the road closure of Carlton Road be agendized as an action item to send a letter to the DRO City Council. Council Member Campbell requested the Council to consider approval of formal or informal City Council liaisons for the Committees and Commissions.

11. ADJOURNMENT

On motion, the meeting was adjourned at 9:33 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: April 19, 2018

SUBJECT: **APPROVE AND FILE CITY CHECKS**

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of March 24, 2018 through April 6, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 29, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is $.

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:

- $41,200.00 to Marina Coast Water District for Campus Town water supply assessment.
- $62,711.94 to Raimi & Associates for Seaside General Plan update - February, 2018.
- $19,948.63 to Torti Gallas and Partners, Inc. for Campus Town services for February, 2018.
- $10,060.50 to Ford & Harrison LLP for services for file #026271.0002.
- $15,497.46 to Monterey County Convention & Visitor's Bureau for Seaside TID

(Tourism Improvement District) for February, 2018.
- 16,100.00 to President and Fellows of Harvard College for Senior Executives course for Abdul Pridgen.

The remaining checks, totaling $200,609.68 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

There are no additional financial impacts with this action.

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: Brian Dempsey, Fire Chief

DATE: April 19, 2018

SUBJECT: **ADOPT A RESOLUTION DESIGNATING SURPLUS FIRE DEPARMENT MOBILE AND PORTABLE RADIOS AND AUTHORIZE TRADE IN OF SURPLUS EQUIPMENT TOWARD THE PURCHASE OF COMMAND PORTABLE RADIOS.**

PURPOSE & RECOMMENDATION

It is requested that City Council adopt a resolution designating the surplus of the following fire department equipment: 43 portable and 11 mobile radios. In addition authorize trade-in of the surplus equipment toward the purchase of four Bendix King Command Portable Radios to be used by strike teams deployed around the State.

BACKGROUND

In May of 2017 the City of Seaside was awarded an Assistance to Firefighters Grant to replace all mobile and portable radios for the fire department. All equipment has been delivered and installed and is fully operational. The new equipment replaced radios that were purchased in 2006 and will no longer be operational on the Countywide NGEN digital communications system.

The old equipment has no value to the City or the Department, however one of our vendors has agreed to a trade of the surplus equipment toward the purchase of four Bendix King Command Portable Radios from Emergency Vehicle Specialists, Inc., 300 Park Center Drive, Hollister, CA 95023. These radios will be deployed with strike teams throughout the state as this is the equipment used by all State and Federal agencies. The surplus radios taken in trade by EVS will be used for non-public safety uses or repair/replacement parts.

PREVIOUS CITY COUNCIL ACTION

On December 15, 2016 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 Greenfield Fire District, City of Gonzales and Mid-Coast Fire Brigade.

On June 1, 2017 City Council approved a resolution accepting the Regional Assistance to Firefighters Grant.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Invoice
3. Surplus Radio Equipment Memo

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING SURPLUS OF FIRE DEPARMENT MOBILE AND PORTABLE RADIOS AND AUTHORIZING TRADE IN OF SURPLUS EQUIPMENT TOWARD THE PURCHASE OF COMMAND PORTABLE RADIOS.

WHEREAS, in May of 2017 the City of Seaside was awarded an Assistance to Fire fighters Grant to replace all mobile and portable radios for the fire department, and;

WHEREAS, the new equipment replaced radios that were purchased in 2006 and will no longer be operational on the Countywide NGEN digital communications system, and;

WHEREAS, the old equipment has no value to the City or the Department, and;

WHEREAS, one of our vendors, Emergency Vehicle Specialists, Inc., 300 Park Center Drive, Hollister, CA 95023 has agreed to a trade of the surplus equipment toward the purchase of four Bendix King Command Portable Radios, and;

WHEREAS, these radios will be deployed with strike teams throughout the state as this is the equipment used by all State and Federal agencies, and;

WHEREAS, the surplus radios taken in trade by EVS will be used for non-public safety uses or repair/replacement parts.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside approves the surplus of fire department mobile and portable radios and authorizes trade in of surplus equipment toward the purchase of command portable radios.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of April 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____

Ralph Rubio, Mayor

ATTEST:

____

Lesley Milton-Rerig, City Clerk

emergency vehicle specialists, inc.

300 Park Center Drive, Hollister, CA 95023
830 Ricardo Court, San Luis Obispo, CA 93401
Toll Free: 844-474-7367 Fax: 831-634-1602

SALES ORDER

Sales Order Number: 18H0320-01
Sales Order Date: Apr 5, 2018
Page: 1

To:
Seaside Fire Department
Attn: Accounts Payable
1635 Broadway Ave.
Seaside, CA 93955
USA

Ship To:
Seaside Fire Department
Attn: Accounts Payable
1635 Broadway Ave.
Seaside, CA 93955
USA

Customer ID	PO Number	Processed By:
00188		Donna Haynes
Customer Contact	**Shipping Method**	**Payment Terms**
Troy Leist	Customer Pickup	Net 30 Days

Qty	Item	Description	Unit Price	Amount
4.00	GPH5102XCMD	BK 500 Ch, 136-174 MHz, Command Portable Radio	1,325.00	5,300.00
4.00	LAA0139	BK Orange AA Battery Holder GPH5102XCMD	45.50	182.00
4.00	LAA0209	BK Std. Speaker Mic	75.00	300.00
4.00	LAA0818	BK 9.5" Molded 136-174 MHz Antenna	23.50	94.00
1.00		Take In Trade: 43- Kenwood TK5210 Portable radios 10- Kenwood TK5710H Mobile Radios (Dual Head) 1- Kenwood TK5710H Mobile Radio (Single Head) 22- KMC 42WD Hand Mics 2- Endura Bank Chargers 5- Desk Top Portable Radio Chargers 27 Vehicle Portable Chargers * Radios taken in trade are meant to be used for non-public safety uses such as EVS Rental Fleet & Surplus Repair / Replacement Parts. Bendix King SN#1752058, 1752093, 1752095, 1803201	5,876.00	-5,876.00

Subtotal	0.00
Sales Tax	
Freight	0.00
Total Order	**0.00**

We Appreciate Your Business!

M E M O R A N D U M **City of Seaside**
Fire Department

Date: March 30, 2018

To: Brian Dempsey, Fire Chief

From: Troy Leist, Division Chief

Subject: Surplus Radio Equipment

Following is a list of surplus radio equipment that has become obsolete and non-serviceable. Additionally, the equipment will not work on the NGEN radio system in Monterey County and is not usable by other agencies.

43- Kenwood TK5210 Portable radios
10- Kenwood TK5710 Mobile Radios (Dual Head)
1- Kenwood TK5710 Mobile Radio (Single Head)
22- KMC 42WD Hand Mics
2- Endura Bank Chargers
5- Desk Top Portable Radio Chargers
27 Vehicle Portable Chargers

SFD Form #48 4/2005

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: April 19, 2018

SUBJECT: **APPROVE THE SALE OF REMNANT UNUSED RIGHT-OF-WAY TO VAL STROUGH HONDA FOR $20,000 IN ORDER TO ACCOMMODATE THE EXPANSION AND REMODEL OF THE DEALERSHIP.**

PURPOSE & RECOMMENDATION

To sell a remnant unused right of way to accommodate the expansion of the Honda Dealership.

BACKGROUND

The City currently owns a portion of right of way at the the corner of Fremont Boulevard and Heitzinger Plaza that is not being used and is not expected to be used in the future. This right of way is located adjacent to the Val Strough Honda Dealership and the dealer would like to use this parcel as part of their dealership. The approximately 1,260 square foot parcel has no planned future use. The dealership has offered the City $20,000 for the parcel.

FISCAL IMPACT

The City will receive approximately $20,000 in exchange for this parcel, minus yet to be determined closing costs.

ATTACHMENTS

1. Prelim and Map

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

CHICAGO TITLE COMPANY

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Chicago Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Attest:

Secretary

Visit Us on our Website: www.ctic.com

CHICAGO TITLE COMPANY

ISSUING OFFICE: 50 Winham Street, Salinas, CA 93901

FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company
250 Bonifacio Place • Monterey, CA 93940
(831)375-2262 • FAX (831)646-8544

Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: Maryrose Mancha
Email: mancham@ctt.com
Title No.: FWMN-5251700116-MM

Escrow Officer: Kimberly Verania
Email: Kim.Verania@ctt.com
Escrow No.: FWMN-5251700116

TO: Autopilot Development Services LLC
7459 E. De La O Road
Scottsdale, AZ 85255
Attn: Rick Cartell

PROPERTY ADDRESS(ES): Fremont Blvd. Right of Way, Seaside, CA

EFFECTIVE DATE: April 19, 2017 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Redevelopment Agency of the City of Seaside, a dissolved public body, subject to Section 34173 of the California Health and Safety Code.

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That certain real property in the City of Seaside, County of Monterey, State of California being a portion of the Fremont Boulevard right of way, as said city street is shown and delineated on that map entitled, "Official Map of the Seaside Auto Center..."filed for record August 31, 2009 in Volume 24 of Cities and Towns at Page 21, records of Monterey County, California, being more particuarly described as follows:

Beginning at the most easterly corner of Lot 5 in Block C, as said lot and block are shown on said map of the Seaside Auto Center; thence from said point of beginning,

(1) along the southerly line of Lot 7, as shown and delineated on that map entitled, "Amended Official Map Gateway Redevelopment Project..." filed for record February 22, 1971 in Volume 10 of Cities and Towns at Page 52, records of Monterey County, California, South 86 ° 56' 07" East, 16.16 feet to the southeasterly corner of said Lot 7; thence

(2) South 23 ° 59' 48" West, 75.42 feet; thence

(3) 30.32 feet along a curve to the right, described from a radius point bearing North 66 ° 11' 12" West, 27.50 feet distant, through a central angle of 63 ° 10' 21", to a point on the easterly line of said Lot 5 of said Block C; thence

(4) along the easterly line of said Lot 5 of said Block C, North 23 ° 59' 48" East, 94.19 feet to the point of beginning.

Reserving therefrom an easement for public utilities purposes for the operation and maintenance of storm drainage, sanitary sewer, water, electricity, communications and traffic signal systems.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

2. Property not assessed for 2016-2017 tax year.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Assessments and charges due the Monterey Regional Water Pollution Control Agency.

   Further information may be obtained by contacting:
   District Billing Manager
   P.O. Box 2109
   Monterey, CA 93942
   (831) 372-2385

5. Rights of the public to any portion of the Land lying within the area commonly known as

   Fremont Boulevard.

6. Any claim that the transaction vesting the Title as shown in Schedule A or creating the lien of the Insured Mortgage, or any other transaction occurring on or prior to Date of Policy in which all or any part of the title or any interest in the Land was transferred to or from the Redevelopment Agency of the City of Seaside, is or was void or voidable under California Assembly Bill 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session).

END OF EXCEPTIONS

NOTES

Note 1. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note 2. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.

Note 3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 4. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 5. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

Note 7. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: Val Strough Honda

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

END OF NOTES

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	**How Information is Collected**. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	**When Information Is Disclosed**. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	**Information From Children**. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	**International Users**. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	**Access and Correction; Contact Us**. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:
- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:
- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected
In the course of our business, we may collect *Personal Information* about you from the following sources:
- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:
- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information
Information collected by FNF is used for three main purposes:
- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

<u>Information From Children</u>

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

<u>Privacy Outside the Website</u>

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

<u>International Users</u>

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

<u>The California Online Privacy Protection Act</u>

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[**PART I**

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	Underwritten by FNF Underwriters
CTC – Chicago Title Company	CTIC – Chicago Title Insurance Company
CLTC – Commonwealth Land Title Company	CLTIC – Commonwealth Land Title Insurance Company
FNTC – Fidelity National Title Company	FNTIC – Fidelity National Title Insurance Company
FNTCCA – Fidelity National Title Company of California	FNTIC – Fidelity National Title Insurance Company
TICOR – Ticor Title Company of California	CTIC – Chicago Title Insurance Company
LTC – Lawyer's Title Company	CLTIC – Commonwealth Land Title Insurance Company

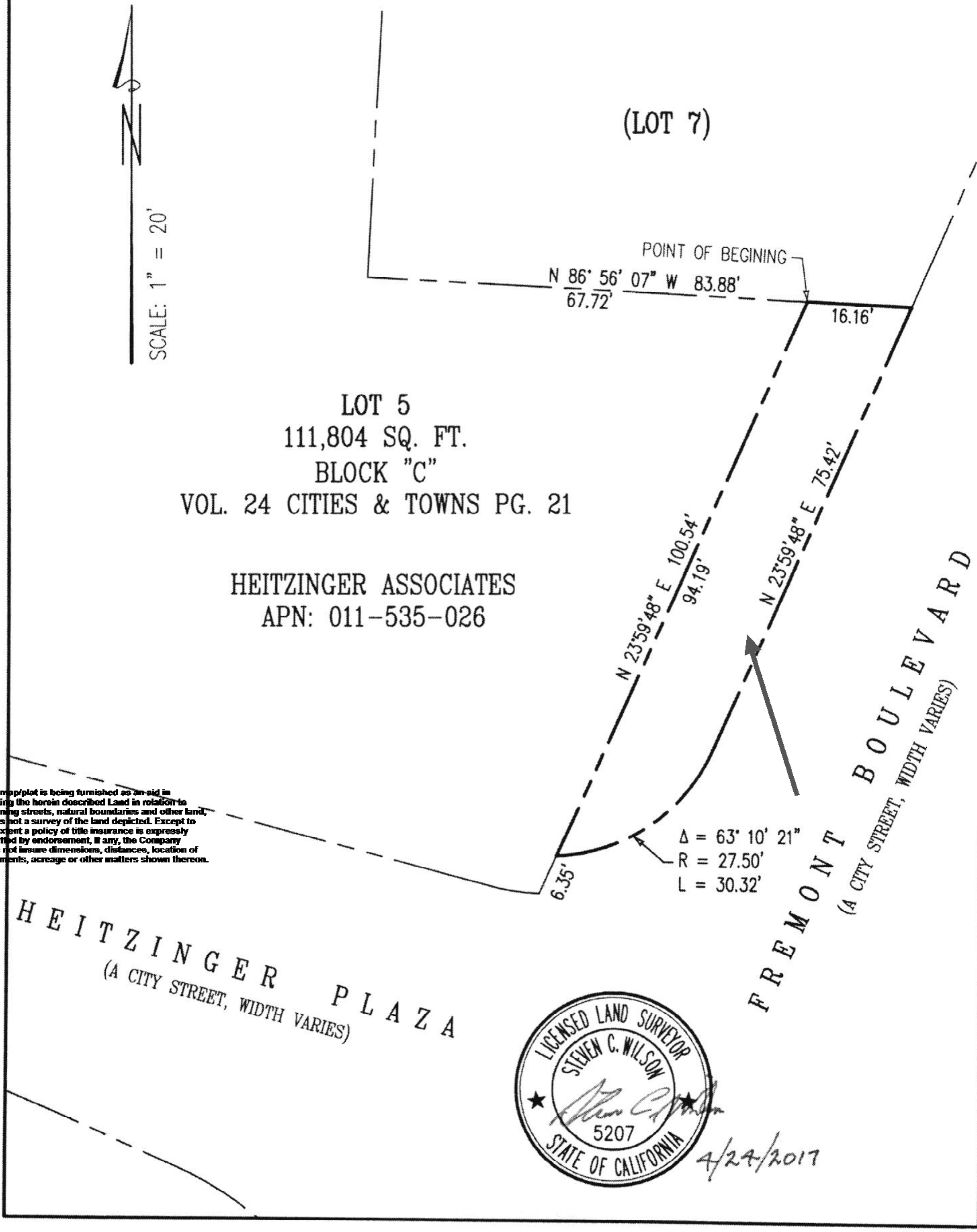
Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)
Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

GRAPHIC EXHIBIT



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Scott Ottmar, Assistant Civil Engineer

DATE: April 19, 2018

SUBJECT: **AWARD A PROFESSIONAL SERVICES AGREEMENT TO SAGE RENEWABLES FOR DESIGN AND FINANCING SERVICES OF A PHOTOVOLTAIC SOLAR PROJECT AT CITY HALL**

PURPOSE & RECOMMENDATION

The purpose of this item is to consider awarding a professional services agreement with Sage Renewables to provide design and financing services for a photovoltaic project at City Hall.

BACKGROUND

On February 16, 2016, the City issued a Request for Proposal (RFP) soliciting qualified firms to submit proposals to perform a feasibility study and develop plans and specifications for a photovoltaic (PV) system located at City Hall. The RFP was posted on the the City of Seaside Website. Firms were instructed to download the RFP and submit proposals electronically.

The scope of work is broken into two phases. In the first phase, a feasibility assessment report is conducted, with the goal of identifying the optimal PV system size. A financial analysis will be performed demonstrating verifiable energy savings. A preliminary budget, and solar array layout will be included within the feasibility report. The second phase of work includes development of design and bid specification documents. Drawing upon the recommendations of the feasibility report, the consultant shall prepare scaled engineering drawings, technical specifications and engineers estimate of probable construction costs for City review and approval. Support during the bidding process is included with the phase two scope of work.

On March 15, 2018, the City received 3 proposals from EDesignC Inc., Integral Group, and Sage Renewables. Proposals were reviewed for completeness and the firm's qualifications to perform the intended work. The proposals were independently evaluated on organization, staffing, related experience, management approach, local knowledge, and professional references. Special attention was given to the proposed project managers and their related experiences. The ratings were performed by a selection committee comprised of professional engineers and staff from the City of Seaside. After review, careful consideration, and evaluation consistent with the selection process described in the RFP, Sage Renewables was identified as the most qualified firm to complete the scope of work.

It is recommended the City Council adopt a resolution approving a professional services agreement with Sage Renewables and authorize the City Manager to execute the agreement.

ENVIRONMENTAL COMPLIANCE

Per California Government Code 21080.35, solar rooftop project are exempt from CEQA requirements.

FISCAL IMPACT

The fiscal year 2017/2018 capital improvement plan budget includes $500,000 for the design and construction of a photovoltaic system at City Hall. The not to exceed contract amount to conduct a feasibility study and prepare design and bid documents is $79,800. There is sufficient budget to award the professional services agreement.

ATTACHMENTS

1. Resolution Authorizing Contract with Sage Renewables
2. Sage Contract

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AWARDING A CONTRACT TO SAGE RENEWABLES FOR AN AMOUNT NOT TO EXCEED SEVENTY NINE THOUSAND EIGHT HUNDRED DOLLARS ($79,800) FOR CITY HALL PHOTOVOLTAIC SOLAR PROJECT DESIGN AND FINANCING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, solar energy is an environmentally sustainable, renewable resource capable of providing an alternative source of power for City Hall; and

WHEREAS, the fiscal year 2017/2018 capital improvement plan budgeted $500,000 for the construction of a solar project at City Hall; and

WHEREAS, on February 16, 2018, a Request for Proposal was issued by the City to provide feasibility analysis and design of a photovoltaic system at City Hall; and

WHEREAS, on March 15, 2018, 3 proposals were received from EDesignC Inc., the Integral Group, and Sage Renewables; and

WHEREAS, a review of proposals by city staff concluded Sage Renewables as the most qualified firm to provide design and financing services for a photovoltaic system.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council award a contract to Sage Renewables for an amount not to exceed Seventy Nine Thousand Eight Hundred Dollars ($79,800.00) for design and financing services for a photovoltaic system located at City of Seaside City Hall.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 19th day of April 2018 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
DESIGN AND FINANCING SERVICES
CITY HALL PHOTOVOLTAIC SOLAR PROJECT

THIS AGREEMENT, is made and effective ____________________, between the City of Seaside, a municipal corporation ("Agency") and Sage Renewables, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

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

2. **SERVICES**

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

3. **PERFORMANCE**

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGENCY MANAGEMENT**

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Seventy Nine Thousand Eight Hundred Dollars ($79,800.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services. Any amendments to this Agreement requiring compensation to Consultant over the amount of $24,999.00 shall require City Council approval to be valid.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination for tasks described in Exhibit A and for any additional services as authorized in advance and in writing by the Agency City Manager. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

(c) The City agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency, its employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency.

16. NOTICES

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

City of Seaside	Sage Renewables, Inc
440 Harcourt Avenue	1719 5th Avenue
Seaside, CA 93955	San Rafael, CA 94901
Att: City Clerk	Tom Willard, Principal

17. ASSIGNMENT

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

Tom Williard may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Tom Williard from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit C hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit B hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT	CITY OF SEASIDE
By: ______________ (Signature)	By: ______________ (Signature)
ON BEHALF OF	
Tom Williard (Typed Name)	Craig Malin
Principal (Title)	City Manager (Title)

EXHIBIT A

SCOPE OF WORK

Phase 1-Project Feasibility Assessment

1. Collect and review all site data & drawings
2. Collect and review energy use and billing interval data
3. Conduct an initial site audit
4. Model optimum solar PV system size
5. Generate an initial solar array layout
6. Prepare a project budget estimate
7. Perform financial analyses showing verifiable energy saving strategies for various financing alternatives, including but not limited to, leveraging low cost municipal financing, state energy loans, or rebates.
8. Prepare a written feasibility report describing a recommended PV system and includes analysis of alternative options for financing construction and system operation.

Phase 2-Design & Bid Documents

1. Based upon Feasibility Assessment and staff selected financing alterative, prepare scaled engineering drawings, technical specifications and probable construction cost estimate (PS&E) for City review and approval. Submittals shall be made at 50% and 90% (draft final) stages on engineers sized drawings (24"x36"). Final submittal shall be made after City's approval of draft Final (90%) PS&E.
    a. Plans and specifications shall meet all applicable Building Code requirements and be signed and stamped by a licensed Engineer. Plan format shall be scaled not greater than 1 inch = 20 feet. Electronic (Digital) version of the plan, specifications, and estimate shall be provided in Microsoft Word, Microsoft Excel, pdf or AutoCAD dwg format (version 2000 or higher), as appropriate.
2. Upon approval of 50% PS&E, present plans to City Board of Architectural Review for approval.
3. Upon approval of 90% PS&E, present 90% plans to City Council for approval.
4. Prepare final (100%) PS&E Construction Documents for bidding. Provide one signed original construction specifications and design plans.
5. Provide project support during the bid phase.

EXHIBIT B

PAYMENT SCHEDULE

Exhibit B

April 6, 2018

Scott Ottmar, P.E.
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Amendment to Proposal for Design and Financing Services, City Hall Photovoltaic Solar Project (originally dated March 15, 2018)

Dear Mr. Ottmar,

Sage Renewable Energy Consulting (Sage) hereby amends the referenced proposal in reply to the City of Seaside's request for revisions. The revised cost proposal is comprehensive for both Phases 1 and 2 and is formulated as time-and-materials (T&M) pricing with not-to-exceed (NTE) limits as specified in the attachments to this letter. Scope and schedule are unchanged from those included in the original proposal, but with the addition of standard caveats and requirements as provided in the attachments.

Sage and our partner for this proposal, Blymyer Engineers, look forward to working with you on this project. Please do not hesitate to contact me, Tom Williard, or Dana Coe with any questions (brent@sagerenew.com; tom@sagerenew.com; dana@sagerenew.com).

Sincerely,

Brent Johnson, PE, LEED AP
Principal
Sage Renewable Energy Consulting, Inc.
(415) 602-4084 | brent@sagerenew.com

Attachments

Fees and Payment Schedule

The total estimated Project fees listed in this section are indicative pricing based on a typical project. Final contract pricing will be based upon final project scope. As-needed/contingency is for unforeseen project services that fall outside the typical project scope. Contingency work only proceeds with direction from CLIENT.

Time and Materials Fee Structure

Sage and team partner for this project, Blymyer Engineers, propose to provide services on a time and materials (T&M) basis with not to exceed (NTE) limits shown in Table 1, billed at the rates listed in Table 2. T&M travel time is billable at the full hourly rate. When working on a T&M basis, SAGE will notify CLIENT when 80% of a task's budget has been completed and will not exceed NTE limits without consent of CLIENT. SAGE assumes net average annual rate escalation of 3%. The rates in effect at the time work is performed will be used.

Table 1. Estimated Budget

Task	Estimated Budget (NTE)
Phase 1. Project Feasibility Assessment	$12,500
Phase 2. Design and Bid Documents	$60,000
Subtotal	***$72,500***
As-Needed/Contingency (Optional)	$7,300
Total with 10% Contingency	**$79,800**

Table 2. Time and Materials Labor Billing Rates

Sage Renewables	
Title	2018 Hourly Fees
Principal	$240
Project Manager	$210
Consultant II	$190
Energy Consultant I / Const. Mgr.	$165
Energy Technician / Analyst	$135
Technical Assistant	$100
Project Administrator	$75

Blymyer Engineers	
Title	2018 Hourly Fees
Principal	$240
Engineer III	$210
Engineer II	$175
Engineer I	$135
Architect III	$170
Architect II	$145
Architect I	$127
Designer III	$145
Designer II	$127
CAD Operator/Draftsperson	$115
Engineering Assistant	$105
Project Administrator	$125
Estimator	$115
Administrative Assistant	$77

Billing/Payment Structure

SAGE invoices on a monthly basis with terms of Net 30. For fixed fee billing, invoices are billed on percentage of task complete. SAGE will only bill for work that has been completed and does not bill for uncompleted tasks if the Project is terminated or suspended. If schedule is extended as a result of regulatory, District, or third-party Contractor actions, SAGE will consult with CLIENT on utilizing contingency funds or extending the budget as-needed.

Reimbursable Expenses

The above NTE limits include reimbursable expenses for anticipated travel. Travel expenses are billed at cost plus 15% (rental car, hotel, meals, etc.); and mileage at $0.75 per mile. SAGE assumes all deliverable materials for the project will be provided digitally; however, the following reimbursable rates will be applied upon request for the following:

CAD File Copies, CD (four-file minimum), $45.00 per File
CAD File Copies, 32" disk, $35.00 per File
Drawing Reproduction, D Size, $5.00 Each
Drawing Reproduction, E Size, $7.50 Each
Drawing Reproduction, Vellum, $10.00 Each
Plotting, $10.00 per Sheet
Survey Equipment, $75.00 per Day
Photocopies (8.5 x 11), $0.35 per Copy

Other Terms, Conditions, and Assumptions

1. Variances from terms, conditions, and assumptions and/or requests for work outside of described scope will be performed at additional cost and only as authorized in advance by CLIENT.
2. Scope of work as proposed excludes certain project features, listed as follows.
   - Design of any site improvements besides solar infrastructure.
   - Design of site improvements for ADA compliance, other than re-striping to accommodate canopy column placement
   - Design of upgrades to existing parking areas, other than re-striping for re-configuration of parking stalls—re-striping only as needed to adequately accommodate solar PV systems and emergency vehicle access paths
   - Underground utilities modifications
   - Rehabilitation or repair of existing electrical infrastructure. Based on existing electrical service details, upgrade to existing main service is not expected.
   - Hazardous materials abatement or removal
3. City of Seaside will cover or waive fees for building plan review and inspection.
4. Anticipated adverse geotechnical conditions are limited to the following: sandy soils, artificial fill, proximity to seismic fault, and bedrock beyond 50-foot subsurface depth.
5. CEQA documentation and process management will be provided by others. SAGE will advise and provide project information as needed for CEQA documentation.

6. SAGE expects travel to the proposed project site and/or the CLIENT offices for the following trips:
   a. Kickoff meeting and site audit (combined into 1 trip),
   b. Feasibility Report Presentation
   c. 50% PS&E Progress Meeting and Board Presentation (combined 1 trip), and
   d. 90% PS&E Progress Meeting.
   e. Geotech survey
   f. Structural engineering survey

   Travel requested in excess of visits listed will be billed T&M from contingency budget. Project travel assumes one SAGE representative per site visit unless otherwise noted.
7. City data will be made available as needed, generally within a week of being requested or within a time frame mutually agreed by Sage and CLIENT.
8. CLIENT will provide estimates of changes in electricity consumption at proposed sites based on energy efficiency measures, anticipated changes in site usage, and new construction.
9. CLIENT will provide access to all sites under consideration for site walks, including access to roofs and electrical services at each site.
10. Financing will be the City's responsibility. Should CLIENT elect to pursue external financing, SAGE can provide services under contingency budget or separate scope and budget, such as: detailed modeling, assistance with negotiations and contracting with a licensed financial advisor. Should CLIENT elect to pursue CEC loans or other financing mechanisms that require preparation and management of applications for financing, SAGE will provide assistance to a financial advisor under contingency budget or a separate scope and budget.
11. Construction and commissioning of project will be undertaken by others. SAGE can assist CLIENT with procurement, contracting, construction, and commissioning under a separate contract.
12. SAGE will interface with the Utility during feasibility and design to assess interconnect constraints and submit an initial interconnect application. Construction contractor will be responsible for completing interconnection process and assurance of successful interconnection with Utility.

SAGE RENEWABLES

March 15, 2018

Scott Ottmar, P.E.
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Proposal for Design and Financing Services, City Hall Photovoltaic Solar Project

Dear Mr. Ottmar,

Sage Renewable Energy Consulting is pleased to present this proposal in response to the City of Seaside's Request for Proposals for Design and Financing Services for a Photovoltaic Solar Project at City Hall. Our core business is working with public agencies to provide energy planning and to help implement renewable energy projects. Our approach, refined and proven over many projects with California public agencies, reduces overall costs while achieving sustainable financial and environmental outcomes. Sage is pleased to lead the below proposed process, with our engineering partner, Blymyer Engineers, who brings deep expertise in solar power engineering.

We are confident that our team's resources, history and expertise uniquely qualify us to help ensure the success of the City of Seaside's renewable energy projects and wish to congratulate the City on its commitment to responsible environmental stewardship. We look forward to continuing our discussion and answering any questions you may have.

Sincerely,

Thomas C. W

Tom Williard
Principal and CEO
Sage Renewable Energy Consulting, Inc.

SAGE RENEWABLES

Table of Contents

SAGE RENEWABLES

1. Contact Information

Sage Renewable Energy Consulting (Primary Proposer)

Sage Renewable Energy Consulting, Inc. (Sage Renewables)
Tom Williard, Principal & CEO
1719 5th Avenue
San Rafael, CA 94901

tom@sagerenew.com
Direct: (415) 847-9066

Blymyer Engineers (Engineering Sub-consultant)

Blymyer Engineers
Greg Mazur, Principal & Director of Engineering
1101 Marina Village Parkway, Suite 100
Alameda, CA 94501

GMazur@blymyer.com
Direct: (415) 823-6762

2. Description of Firms

Sage Renewable Energy Consulting

Sage Renewables is an independent energy consulting and project management firm located in San Rafael, California. In 2005, David Williard founded Sustainergy Systems Consulting & Design in rural Marin County, California to help local businesses and public agencies reduce energy costs and make the switch to renewables. David was joined by his brother, Tom Williard, a software engineer and local school board member, and Brent Johnson, a civil engineer with a background in environmental engineering and construction management, to form Sage Renewable Energy Consulting in 2009.

Sage, a California S-Corporation and certified Small Business Enterprise (SBE), has since consulted on more than 300 megawatts of renewable generation, storage and efficiency projects for more than 100 clients, including the California Energy Commission, and has performed more than 85 renewable generation feasibility studies. In the last decade, Sage and its principals have developed an unmatched reputation for successfully guiding and implementing all stages of renewable energy projects. Today, Sage's team of 12 consists of its three founding Principals, four veteran project managers, one construction/operations manager, two energy analysts, and two project administrators.

Our understanding of the unique needs of public agencies helps to set goals, engage stakeholders, and coordinate schedules and facility management calendars. Our work results in streamlined decision-making processes, reduced project risk, and optimal financial and performance outcomes for energy projects.

Blymyer Engineers

Blymyer Engineers has been active in commercial and utility-scale solar power projects since 2003, including utility, agricultural, educational, municipal and commercial applications. Blymyer is a full-service engineering firm whose services include energy modeling and analysis, conceptual design, structural engineering, electrical engineering, mechanical engineering, civil engineering, detailed design, cost estimates, permitting, construction administration, construction assistance, and project management.

Blymyer completed their first commercial PV project in 2004. Since then, the firm has designed well over 2,000 megawatts of ground-mounted fixed and single-axis tracker systems, as well as canopy-mounted and roof-mounted systems for utility, agricultural, educational, municipal, and commercial applications.

3. Our Team

Name	Title	Responsibilities	% of Work Contributed
Tom Williard, *Sage Renewables*	Principal in Charge	• Technical & financial modeling oversight • System sizing & specifications	25%
Asresh Guttikonda, *Sage Renewables*	Project Manager	• Feasibility analysis • Energy modeling • Financial analysis & financing options	35%
James Dobbs, *Sage Renewables*	Energy Analyst	• Financial modeling support • Data processing & analysis	20%
Greg Mazur, P.E. *Blymyer Engineers*	Principal, Director of Engineering	• Structural & electrical engineering design • Submittal & presentation of designs to City	20%

Please also see Exhibits A and B for detailed listings of our team's relevant experience, and resumes.

4. Proposed Scope of Work

Project Overview

Our team will provide expert guidance and management to the City of Seaside in undertaking a renewable energy project at City Hall, that includes the evaluation and feasibility of renewable energy generation, and a comprehensive approach to the design and procurement of the system. Based on our firms' extensive experience with public agency portfolios, Sage will assess and report the options available and provide all the information needed to select, implement and manage identified energy projects. Our team's role is to identify the most cost-effective energy projects aligned with City energy goals, allowing the City to make energy investments that will support its operations and environmental goals for decades.

Our team proposes to provide the following phased approach and associated services to ensure the viability of the City's energy investments:

1. Investment Grade Feasibility Analysis
2. Design & Bid Documents

Phase 1 – Investment Grade Feasibility Study

Building on modeling for Seaside City Hall completed earlier in 2018, Sage proposes to begin the City Hall project by building out feasibility analysis for a grid connected solar PV system on rooftops and parking lot canopies. This second tier of feasibility analysis will begin with a high-level assessment to establish conceptual projects, review and confirm preliminary sizing, provide high-level scoping and siting of potential systems, identify constraints and processes required for development, and preliminary financial results to assess projects and measure viability. This is a desktop, collaborative study aimed at providing indicative metrics, determination of the best-value sites among available options for generation and storage, conceptual layouts, and identification of fatal flaws. This task will also determine a phased procurement and implementation timeline.

- 1.1 Our team will begin by collecting and reviewing all site data and drawings, along with energy use and site billing data.
- 1.2 We will collect and review all site energy use and interval data. This data will be analyzed throughout our feasibility study and will form the baseline for the feasibility report.
- 1.3 Our team will conduct site visits, and meet with stakeholders to determine local aesthetic, political and policy requirements.
- 1.4 We will use simulation tools such as PVSyst, Helioscope and NREL System Advisor Model to estimate various system scenarios for investment grade studies and feasibility analysis.
- 1.5 The team will employ as needed, sophisticated proprietary financial models and industry-leading risk analysis to more accurately assess the financial viability of energy efficiency, rate structuring & account management, renewable power generation and battery energy storage at each potential site.
- 1.6 We will create a project budget estimate based on the optimal size and location of the system, and in discussion with the City regarding financing alternatives and project schedule.
- 1.7 We will also assess anticipated project financial performance, project costs, and estimated savings comparisons for several financing arrangements. Understanding that City of Seaside is interested in financing alternatives that will lead to ownership of the

energy system, our team will consider financing alternatives and incentive opportunities to help the City achieve this and can manage the application process for various financing types.

Based on the information obtained from the process described above, our team can produce detailed energy system designs using industry leading design tools to develop conceptual layouts that make it easy for stakeholders to visualize and discuss the access requirements, physical footprint, the logistics and schedule of implementation and the visual impact of the project. In this process, our preliminary designs and implementation schedules are fine-tuned in coordination with City staff, site principals, and other stakeholders to ensure a coordinated planning effort and a clear, well-informed, and streamlined decision-making process aligned with board and committee meeting schedules.

1.8 The key deliverable of this phase is a final Feasibility Study report with recommendations, schedule, and outline of project development steps. Our study also outlines the process to implement a project and key considerations, such as schedule, utility interconnection, permitting, and public relations. The team is well -equipped to assist with all of these elements to be well prepared for the implementation of selected projects.

Summary of Feasibility Analysis Tasks

<u>Task 1</u> **Investment Grade Feasibility Study**	▪ Collect and review all site data, including energy consumption, energy usage and efficiency measures, and existing site details. ▪ Meet with City to discuss scope and goals, and to perform initial site audit to evaluate potential system locations and sizing. ▪ Create conceptual system design models, to be finalized in discussion with City. ▪ Conduct tariff modeling to establish optimal size and avoided energy costs. ▪ Conduct financial modeling of overall project with financing options leading to City ownership of the system. ▪ Develop Feasibility Study report and review with City before finalizing.

Phase 2 – Design & Bid Documents

Sage will partner with Blymyer Engineers to complete this phase of the Seaside City Hall project. Blymyer will produce the necessary design and engineering bridging documents and provide engineering support during the design and construction phase of the project.

2.1. Based on the Feasibility Study report finalized in Phase 1, and in accordance with the City's selected method of financing, our team will prepare engineered drawings, technical specifications of the PV system, and a probable construction cost estimate for City of Seaside's review.

We will concurrently conduct a site discovery process, which will include investigation of existing electrical infrastructure, underground utility survey (GPR), geotechnical investigation, structural review, site survey, and title search.

The CEQA permitting process will also be started during this phase. We will file a Notice of Exemption (NOE) for the roofs and parking lot structures. The CEQA process will be completed by the end of Phase 2.

2.2. Building on the data and site details collected during the Phase 1 site visits, we will prepare and coordinate PV production modeling and a report, electrical site plan, single line diagrams, trench layout, detailed design, grounding design, electrical equipment selection, wire and conduit sizing, and the interface of the data acquisition system.

Structural design will include evaluation of the roof structural capacity and anchorage design, as well as canopy and foundation design. We will provide a geotechnical report for the canopy system, including a liquefaction report.
These will be 50% PS&E; submitted and presented to the City Board for review and approval.

2.3. Our team will integrate design changes, resubmit, and present 90% designs to City Council for approval.

2.4. Once the designs have been submitted for both 50% and 90% review by the City and approved, our team will prepare a final set of professional licensed engineer stamped construction documents for submission to the City of Seaside building department. During the permitting process, we will provide ongoing technical support, including responding to all building department comments in a timely manner.

2.5. Project management support during the bid phase will be provided. In addition, we can provide, and would recommend, support in determining utility interconnection rates and filing an interconnection application at this point in the project.

Summary of Design & Bid Documents Tasks

<u>Task 2</u> **Design & Bid Documents**	▪ Prepare scaled drawings, technical specifications, and probable cost estimate. ▪ 50% Design submittal, and presentation to City Board of Architectural Review. ▪ 90% Design Submittal, and presentation to City Council. ▪ Prepare and submit final 100% design documents. ▪ Provide ongoing support during bid phase

5. Proposed Schedule & Milestones

Figure 1 illustrates the proposed project schedule from a project initiation date of April 20, 2018 through conclusion in around mid-March 2019. Progress meetings with the City Project

EXHIBIT C

LOCATION SCHEDULE

REQUEST FOR PROPOSAL

FOR DESIGN AND FINANCING SERVICES

CITY HALL PHOTOVOLTAIC SOLAR PROJECT

440 HARCOURT AVENUE

PROPOSALS DUE MARCH 15, 2018
CITY OF SEASIDE

S:\CIP\Active Projects\CityHall_Solar\RFP\old\City Hall Solar Project RFP draft 4.docx

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I INTRODUCTION

The City of Seaside ("City") seeks to identify qualified Design firms for the design of a "grid connected" photovoltaic (PV) parking area canopy system and a roof-top mounted system. The goal of the project is to reduce the purchased energy and associated operating cost of Seaside City Hall as well as providing an aesthetically-pleasing solar display for public demonstration. The City may be interested in entering into a Power Purchase Agreement or other similar financing options that will allow the City to benefit from steady, predictable energy costs as well as reduce energy costs and meet City sustainability goals

II BACKGROUND

Seaside City Hall was built in 1966 with an accompanying adjacent parking area of 17,125 square feet. The desired PV system structures shall include a parking area canopy, comprised of an array of photovoltaic panels and electrical components and a roof-top system mounted on City Hall. The goal of the project is to offset the energy usage in City Hall. The City has allocated $500,000 toward the project and is seeking financing options to complete the installation.

III SCOPE OF WORK

The City is soliciting proposals to conduct feasibility assessment and design of a new canopy and roof-top mounted photovoltaic system. It is the responsibility of the designer to assess site topography and geotechnical attributes to estimate costs related to project installation. Appropriate accommodations can be made to the parking area to better orient PV installation. All power generation and transmission equipment must be UL listed for its designed use. See Exhibit A for complete scope of work.

IV FORM AND CONTENT OF PROPOSAL AND COST PROPOSAL

Proposals shall consist of responses to the questions below. Please clearly label answers when submitting separate answers to any questions. The questions must be completely addressed in the text of proposal and be presented in the order indicated. The submissions are subject to a page limitation of fifteen (15) pages in twelve-point font. You are also requested to enclose certain information as exhibits, which will not count against the page limit. You may attach additional information as exhibits (which also will not count against the page limit); however, responses to questions must be answered within the specified page limit. The City makes no assurances that any non-requested additional information in exhibits will be reviewed. Consultants are encouraged not to submit lengthy and overly wordy proposals.

Proposers must have a minimum of two (2) years of professional experience in designing Photovoltaic Systems and experience in working with public agencies. Respondents shall have demonstrated experience designing and planning complete photovoltaic systems, and shall demonstrate knowledge of local utilities and project financial analysis.

<u>Questions:</u>

1. Name of Proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.

2. Brief description and history of the firm.

3. Description of the team assigned to handle the proposed assignments, including the role of each member, percentage of total work each member is expected to contribute, office location of each member and specific relevant experience. Please enclose resumes of each assigned team member as an exhibit to your proposal.

4. Describe the services and activities as they relate to the proposed scope of work that your firm proposes to provide to the City for this project. Provide a clear and concise detailed scope of work with a proposed schedule for both phases. Indicate deliverables submitted at each milestone.

5. Provide a schedule showing phases and major benchmarks in the scope of work. Allow two weeks for each submittal review in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal.

6. Provide as exhibits, listings of your firm's and its principals' experience.

7. Describe your firm's experience with designing solar panel systems, financial analysis and project financing alternatives.

8. Enclosed for your review as Exhibit B is a copy of the City's standard contract, which stipulates insurance requirements. Please respond whether your firm has insurance or can acquire insurance, which meets our minimum standards.

9. Please provide three professional references. Only use public agencies that your firm or its principals have provided services for within the past five years.

10. Provide the cost proposal <u>in a separate, sealed envelope</u>. Provide your proposed hourly fees by job classification and billing criteria for providing the services described in this RFP. See below for instructions on how to submit cost proposal by email.

Proposals may be submitted by email or thumb drive in PDF format or printed hardcopy. For each proposal submitted in accordance with this RFP, the consultant shall also provide a cost proposal in a separate PDF file, or separate sealed envelope (for hardcopy submittals) clearly marked as, "Cost Proposal," with a reference to the corresponding proposal so the cost proposal can be matched to the proposal. For PDF submittals of the cost proposal, the file name should include, "Cost Proposal," and the file should be protected from opening by use of a password selected by the proposer. The password for a cost proposal in PDF format shall only be provided to the CITY upon request by the CITY following the review of the proposals and notification that the proposer has been identified as the top-ranked. The cost proposal should correlate to the proposed approach to providing the services, the level of effort summary by classification and task, and the timeline submitted in the proposal.

V QUESTIONS AND ADDENDA

Please direct any questions regarding this RFP, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFP, **via email** to Mr. Scott Ottmar at sottmar@ci.seaside.ca.us by the due date specified in the RFP Schedule of this RFP. Emails with questions related to this RFP should include, "Question Regarding City Hall Solar Panel Project," in the subject line so they can be readily identified as a question related to this RFP.

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

VI SUBMITTAL OF PROPOSALS

Please submit either one (1) electronic copy in PDF format of your Proposal and separate Cost Proposal (with password protection) via email to sottmar@ci.seaside.ca.us; or four (4) copies in hard copy of your Proposal (only one copy of Cost Proposal required) at the City of Seaside's offices not later than 5:00 p.m. Pacific Time on Thursday, March 15, 2018, addressed as follows:

Scott Ottmar, P.E.
Proposal for City Hall Solar Panel Project
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

Proposals and Cost Proposals received by the City of Seaside after this 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 of Seaside and will not be returned.

VII EVALUATION PROCESS

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

1. *Organization*: Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience*: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing*: Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
5. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness*. Ability to perform services in the City of Seaside at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

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

VIII SELECTION PROCESS

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

IX RFP SCHEDULE

The anticipated schedule for this RFP process is as follows:

City of Seaside Release RFP	Friday, February 16, 2018
Written (email) Questions Due to City of Seaside	Thursday, March 1, 2018

Responses to Questions Posted by City of Seaside	Wednesday, March 7, 2018
Proposals Due to City of Seaside	Thursday, March 15, 2018
Identification of Top-Ranked Firm by City	Thursday, March 22, 2018
Negotiations with Top-Ranked Firm	TBD
Approval of Selection and Contract by City Council	Thursday, April 19, 2018
Execute Contract/Notice to Proceed	Friday, April 20, 2018

X ACCEPTANCE OR REJECTION OF PROPOSAL

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

XI GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment A.

XII INSURANCE REQUIREMENTS

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

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

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

XIII EXAMINATION OF PROPOSED MATERIAL

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

XIV PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XV DISQUALIFICATION

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

A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;

B. Any attempt to improperly influence any member of the selection staff;

C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;

D. Evidence of incorrect information submitted as part of the proposal;

E. Evidence of Consultant’s inability to successfully complete the responsibilities and obligations of the proposal; and

F. Consultant's default under any agreement, which results in termination of the Agreement.

XVI NON-CONFORMING PROPOSAL

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

XVII PROHIBITION OF GIFTS

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

XVIII NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XIX 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 Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

B. This RFP does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.

C. The City of Seaside reserves the right without limitation to:

1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
2. Modify and re-issue the RFP;
3. Take action regarding the RFP as may be deemed to be in the best interest of the City of Seaside.

D. The City of Seaside reserves the right to verify any information provided during the RFP process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.

E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside and of the Consultant.

F. While it is the intent of the City of Seaside to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFP at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFP.

G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.

H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XX. ATTACHMENTS

Exhibit A: Scope of Work

Exhibit B: Draft Agreement

Exhibit A – Scope of Work
Seaside City Hall Photovoltaic Solar Project

The Solar Photovoltaic (PV) System shall be outstanding examples of state-of-the-art PV system design. Systems shall be reliable, long-lasting, require minimum maintenance in a coastal marine environment, and be trouble-free. The PV array shall be an attractive addition that blends in with the overall aesthetics of City Hall. All locations highlighted on Attachment 2 may be utilized. It is the responsibility of the designer to assess site topography and geotechnical attributes to estimate costs related to project installation. A canopy system shall allow for drainage and be at least 9 feet in height. All electrical lines interconnecting solar arrays to point of interconnection shall be underground. Appropriate accommodations can be made to the parking area to better orient PV installation. All power generation and transmission equipment must be UL listed for its designed use. Construction must comply with current adopted State Building Code requirements. The proposed scope of work shall include the following:

<u>Phase 1. Project Feasibility Assessment</u>

1. Collect and review all site data & drawings
2. Collect and review energy use and billing interval data
3. Conduct an initial site audit
4. Model optimum solar PV system size
5. Generate an initial solar array layout
6. Prepare a project budget estimate
7. Perform financial analyses showing verifiable energy saving strategies for various financing alternatives, including but not limited to, leveraging low cost municipal financing, state energy loans, or rebates.
8. Prepare a written feasibility report describing a recommended PV system and includes analysis of alternative options for financing construction and system operation.

<u>Phase 2. Design & Bid Documents</u>

1. Based upon Feasibility Assessment and staff selected financing alterative, prepare scaled engineering drawings, technical specifications and probable construction cost estimate (PS&E) for City review and approval. Submittals shall be made at 50% and 90% (draft final) stages on engineers sized drawings (24”x36”). Final submittal shall be made after City’s approval of draft Final (90%) PS&E.
    a. Plans and specifications shall meet all applicable Building Code requirements and be signed and stamped by a licensed Engineer. Plan format shall be scaled not greater than 1 inch = 20 feet. Electronic (Digital) version of the plan, specifications, and estimate shall be provided in Microsoft Word, Microsoft Excel, pdf or AutoCAD dwg format (version 2000 or higher), as appropriate.
2. Upon approval of 50% PS&E, present plans to City Board of Architectural Review for approval.
3. Upon approval of 90% PS&E, present 90% plans to City Council for approval.
4. Prepare final (100%) PS&E Construction Documents for bidding. Provide one signed original construction specifications and design plans.
5. Provide project support during the bid phase.

The proposal should include a separate cost proposal for completing the Phase I of the work outlined above. Phase 2 may be negotiated at the City Engineer’s sole discretion as a contract amendment.

Attachments

1. Power consumption data (January 2016 – September 2017)
2. PV Location Site Plan

Exhibit C

Attachment 1
Power Consumption

Meter read date	# days	E or G	rate	onpk_kwh	ptpk_kwh	offpk_kwh	total_kwh	Avg kwh/day	elec cost $	cr demand	onpk_kw	ptpk_kw	offpk _kw	taxes	$/kWhr
9/6/2017 0:00	29	E	E19SV	5520	6320	16240	28080	968	$5,720.04	65	65	61	53	8.14	0.203705
8/8/2017 0:00	32	E	E19SV	5920	6240	16400	28560	893	$5,640.34	62	59	62	54	8.28	0.197491
7/7/2017 0:00	30	E	E19SV	5040	5520	14000	24560	819	$4,918.59	54	54	50	46	7.12	0.200268
6/7/2017 0:00	29	E	E19SV	4960	5280	13760	24000	828	$5,004.68	58	58	51	47	6.96	0.208528
5/9/2017 0:00	33	E	E19SV	1440	10320	15200	26960	817	$4,077.98	53	50	53	51	7.82	0.15126
4/6/2017 0:00	29	E	E19SV	0	10240	13600	23840	822	$3,379.67	52	0	52	50	6.91	0.141765
3/8/2017 0:00	30	E	E19SV	0	11200	14560	25760	859	$3,589.08	54	0	54	50	7.47	0.139328
2/6/2017 0:00	32	E	E19SV	0	11360	16240	27600	863	$3,861.59	60	0	53	60	8	0.139913
1/5/2017 0:00	31	E	E19SV	0	11840	15440	27280	880	$3,831.92	61	0	53	61	7.92	0.140466
12/5/2016 0:00	34	E	E19SV	0	11920	18000	29920	880	$4,108.19	55	0	53	55	8.68	0.137306
11/1/2016 0:00	26	E	E19SV	4480	4720	12320	21520	828	$4,161.81	53	53	53	50	6.24	0.193393
10/6/2016 0:00	29	E	E19SV	5440	5360	13600	24400	841	$4,830.47	54	54	50	45	7.07	0.19797
9/7/2016 0:00	30	E	E19SV	5440	5520	13760	24720	824	$4,877.37	55	53	55	49	7.17	0.197305
8/8/2016 0:00	33	E	E19SV	5600	6080	15600	27280	827	$5,084.71	55	52	51	55	7.91	0.18639
7/6/2016 0:00	29	E	E19SV	4800	4960	13120	22880	789	$4,521.43	51	50	51	44	6.64	0.197615
6/7/2016 0:00	32	E	E19SV	5360	5440	15360	26160	818	$5,023.63	55	55	53	47	7.59	0.192035
5/6/2016 0:00	30	E	E19SV	960	10880	13920	25760	859	$3,760.05	54	48	54	50	7.47	0.145965
4/6/2016 0:00	28	E	E19SV	0	10320	13520	23840	851	$3,321.64	55	0	55	51	6.92	0.139331
3/9/2016 0:00	33	E	E19SV	0	11200	16240	27440	832	$3,571.89	53	0	53	50	7.96	0.130171
2/5/2016 0:00	30	E	E19SV	0	11280	14560	25840	861	$3,491.41	59	0	59	54	7.49	0.135116
1/6/2016 0:00	29	E	E19SV	0	9920	15200	25120	866	$3,283.68	62	0	59	62	7.29	0.13072

SA_Acct_ID	8460074755	Totals	54,960	175,920	310,640	541,520	$90,060.17		0.16631
SA_ID	8460074175								
Meter No.	02421R								

City of Seaside
City Hall
January 2016 - September 2017

Exhibit C

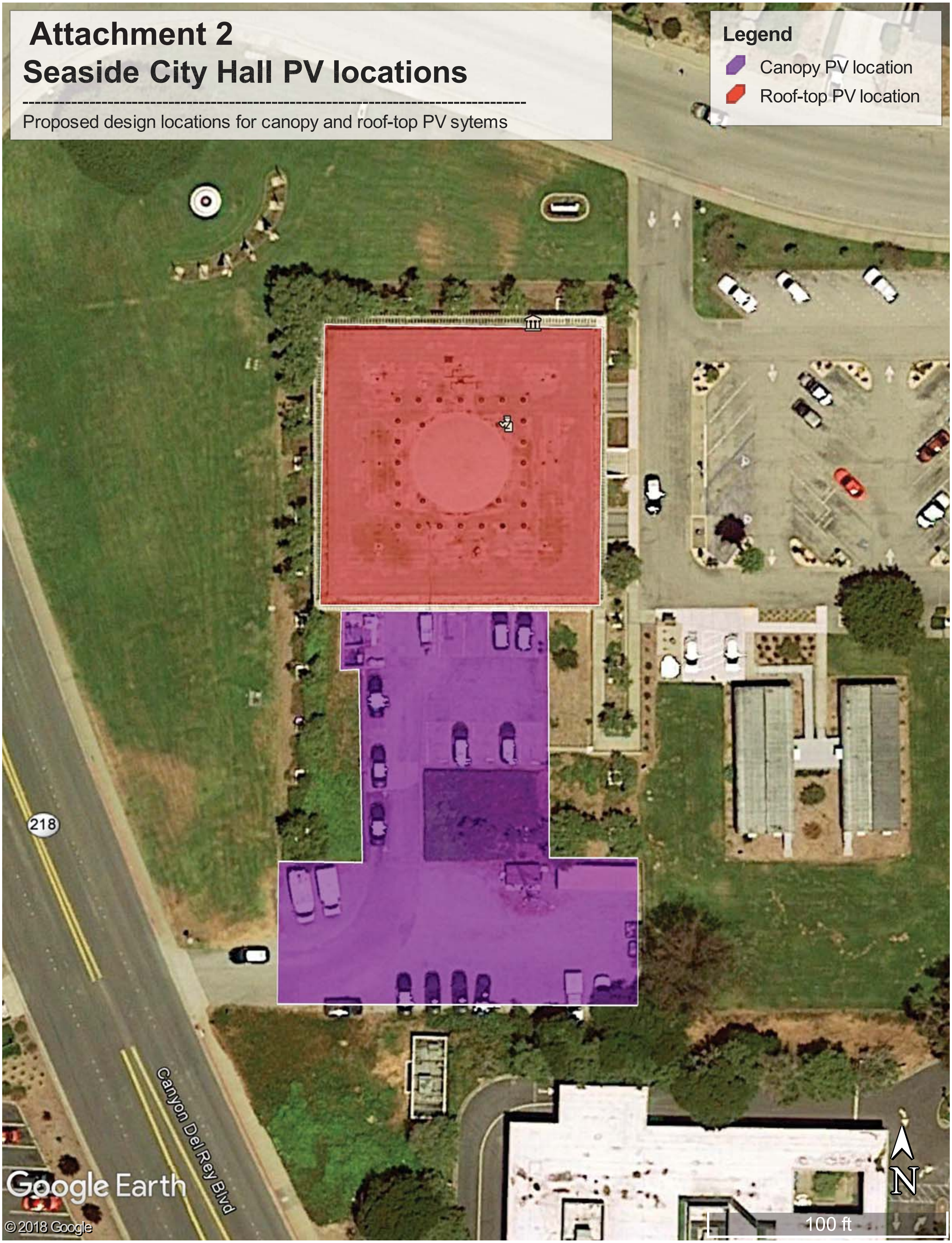
Attachment 2
Seaside City Hall PV locations
Proposed design locations for canopy and roof-top PV sytems
Legend
Canopy PV location
Roof-top PV location
218
Canyon Del Rey Blvd
Google Earth
© 2018 Google
N
100 ft

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Except for Professional Liability and Workers Compensation, coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage, except for Professional Liability, maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer
Kristin Rice, Administrative Assistant

DATE: April 19, 2018

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

PURPOSE & RECOMMENDATION

The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their special TAC meeting on April 10, 2018 and direct staff to proceed with amending Seaside Municipal Code as follows:

1. Amend the Muni Code Section 10.32.070 to prohibit the parking of "vehicles for sale" upon any street within the commercial, mixed use, park & open space, public institutional zoned property and publicly owned parking lots.
2. Amend the Muni Code Section 17.34.030 to allow vehicles or other personal property for hire, rental, or sale to park on private property within the residential zone.

BACKGROUND

The display of vehicles for sale on certain streets creates a distraction for drivers and pedestrians, thereby creating a hazard. Furthermore, vehicles parked on city streets within certain areas, such as commercial zones, create a nuisance for the community, and decreases the parking available for businesses and residents.

Amending Seaside Municipal Code Section 10.32.070 "Advertising Vehicles For Sale Prohibited- Impoundment of Vehicles" would prohibit the parking of vehicles for sale upon any street within the commercial, mixed use, park & open space, and public institutional zoned property.

Amending Seaside Municipal Code Section 17.34.030 "General Parking Regulations" would allow vehicles or other personal property for hire, rental, or sale to park on private property within a residential zoned property.

It is recommended that the City Council direct staff to proceed with amending the above referenced Municipal Code Sections as outlined in Exhibit A, attached.

ENVIRONMENTAL REVIEW

An initial study is required to amend the Seaside Municipal Code. This will be conducted prior to approval from the Planning Commission and City Council.

FISCAL IMPACT

There is no fiscal impact in considering these amendments to the Municipal Code.

ATTACHMENTS

1. Exhibit A- Draft Amendments

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

Exhibit "A"

Proposed Text Amendments

*Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (**Underline**)*

1. Amend Title 10, Section 10.32.070 to read as follows:

Section 10.32.070 Advertising vehicles for sale prohibited – Impoundment of vehicles.

A. ~~It shall be lawful~~ **No person shall park or place a vehicle advertised for hire, sale, or rental upon any street, alley, or right-of-way adjacent to any property zoned commercial, mixed use, park & open space or public institutional or any publicly owned lot.** ~~to display one sign advertising a vehicle for sale on the vehicle offered upon any street subject to the following condition: no person may advertise any vehicle which they do not own and may advertise no more than one vehicle in this manner at any one time.~~

B. When authorized signs are in place giving notice thereof, no person shall park any vehicle displaying a sign indicating the vehicle is for sale on any street, alley, public parking lot or other public property in areas not explicitly identified in Section A, above.

C. Violation of this section shall be an infraction.

D. The chief of police may order the removal of any vehicle parked or left standing in violation of this section in accordance with Section 22651.9 of the California Vehicle Code. The chief of police shall cause all of the notices as provided in Section 22852 of the California Vehicle Code to be given. (Ord. 894 § 2, 2001; Ord. 891 § 2, 2001; Ord. 371, 1970; Ord. 17, 1955; prior code § 9-270(c))

E. Display of vehicles for hire, sale, or rental on private property is regulated in 17.34.030.C (Vehicles for sale).

2. Amend Title 17, Section 17.34.030 General Parking Regulations, Paragraph C, to read as follows:

C. Vehicles for sale. ~~No vehicle, trailer, or other personal property shall~~ **A vehicle may** be parked or placed on private property for the purpose of displaying the vehicle~~, trailer, or other personal property~~ for hire, rental, or sale~~, unless the applicable zone allows the use, and the person or business at that location is licensed to sell vehicles, trailers, or other personal property, except as follows~~ **as follows**:

1. In residential zones (single-family and multi-family), the registered owner of the vehicle must occupy the dwelling unit as their principal residence;

2. In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: April 19, 2018

SUBJECT: **ADOPT RESOLUTION APPROVING THE SB 1 PROJECT LIST IN SUPPORT OF PROJECTS FUNDED BY THE ROAD REPAIR AND ACCOUNTABILITY ACT (RMRA) OF 2017**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider approval of a resolution authorizing staff to submit the SB 1 Project List to the California Transportation Commission

BACKGROUND

California Senate Bill 1 (SB1), the Road Repair and Accountability Act (RMRA) of 2017, was signed into law on April 28, 2017. In September 2017, SB1 was amended by clean-up bill AB135. The Streets and Highways Code Section 2034(a)(1) now reads;

> *"Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding shall be adopted by resolution by the applicable city council or county board of supervisors at a regular public meeting. The list of projects proposed to be funded with these funds shall include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with subdivision (b) of Section 2030."*

The state of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel and registration taxes on motor vehicles with allocations dedicated to transportation purposes and shared with local governments. These allocations are the familiar gasoline tax revenues that have been in place for decades and flow to the City from the state.

The Road Repair and Accountability Act of 2017 (SB1, Beall a.k.a. RMRA) includes an increase in local streets and roads revenue sharing allocations by increasing the excise tax on gasoline and diesel fuel, the sales tax on diesel fuel, in addition to increases in the current vehicle registration fee and a new vehicle registration tax on zero emission vehicles. The increases to sales and excise taxes are effective November 2017 with the additional vehicle registration fee effective January 2018, and the new vehicle registration fee on zero emission vehicles effective July 2020. The estimate for these new funds is $567,346 in FY 2018-19.

RMRA eligible projects types include;

- Road Maintenance and Rehabilitation Projects
- Safety Projects
- Railroad Grade Separations
- Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project)
- Traffic Control Devices
- Technologies and material recycling techniques that lower greenhouse gas emissions
- ZEV fueling or charging and infrastructure-vehicles communications for transitional or fully autonomous vehicles

The RMRA places accountability and compliance requirements on jurisdictions in order to exhibit effectiveness of the program. Requirements include annual submission of SB1 Project Lists and annual Maintenance of Effort Compliance Reporting. It is recommended that the City Council adopt a resolution approving the attached SB1 Project List in order to maintain eligibility for RMRA funding.

FISCAL IMPACT

The City of Seaside revenues generated from SB1 are budgeted to be $585,296 in Fiscal Year 2018-19. The proposed annual street expenditures are more than the expected SB1 revenues, however there is a maintenance of effort requirement for SB1 funding and other street funding. The maintenance of effort will be budgeted in 2018-2019. Staff will come back to the City Council for authorization prior to incurring any unbudgeted expenditures.

ATTACHMENTS

1. Reso+SB1+Project+List
2. Exhibit A - RMRA Seaside Project_List

Reviewed for Submission to the
City Council by:

Meeting Date: April 19, 2018

Craig Malin, City Manager

RESOLUTION NO. 2017 -___

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL TO ADOPT A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), also know as the Road Repair and Accountability Act of 2017 (RMRA) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 was amended by Assembly Bill 135 and signed into law by the Governor in September 2017 in order to, among other things, clarify eligibility requirements; and

WHEREAS, RMRA requires that prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds; and

WHEREAS, RMRA requires that all projects proposed to receive funding must be included in a city budget that is adopted by the applicable city council at a regular public meeting; and

WHEREAS, the SB1 Project List attached hereto as Exhibit 'A' has been prepared in accordance with the RMRA Guidelines prepared by the California Transportation Commission (CTC); and

WHEREAS, RMRA requires the submittal of an SB1 Project List by May 1, 2018; and

WHEREAS, the SB1 Project List does not limit the flexibility of the City to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities; and

WHEREAS, the City must update the SB1 Project List annually in order to continue to receive funding from the state; and

WHEREAS, the SB1 Project List will be updated at least annually and presented to the City Council for approval prior to resubmittal to the CTC; and

WHEREAS, the City is currently updating its Pavement Management Program to determine and prioritize the transportation project list to ensure investments are most cost-effectively applied to the transportation projects; and

WHEREAS, funding from RMRA for fiscal year 2018 - 2019 is estimated to be $567,346.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside is hereby adopting the project list attached hereto as Exhibit A to be funded in fiscal year 2018 – 2019 with Road Maintenance and Rehabilitation Account revenues.

PASSED AND ADOPTED at a regular meeting of the City Council duly held on the 19th day of April 2018 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Ralph Rubio, Mayor
City of Seaside

ATTEST:

____
Lesley Milton, City Clerk

Exhibit A

STATE OF CALIFORNIA • CALIFORNIA TRANSPORTATION COMMISSION

Senate Bill (SB) 1 Proposed Project List Form

Part 2: Project Information

Local Streets and Roads Program

* Required

Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ? Type (Select from dropdown list)	Project Type ? Explanation (if "Other" is selected, please explain) ?	* Project Description ?	* Project Location ?	* Estimated Completion Date Pre-Construction (mm/yyyy)	* Estimated Completion Date Construction (mm/yyyy)	* Estimated Useful Life (# of Yr) Min.	* Estimated Useful Life (# of Yr) Max.
PP01	5316	Bike Safe Grates		Safety		Construct bike safe grates	Arterial and Collector Streets throughout the City	08/2018	10/2020	10	30
PP02	5316	Hilby Ave		Complete Streets Components		Construct pedestrian, bike, street, and storm drain upgrades	From Mescal Street to State Route 218	10/2018	10/2020	20	30
PP03	5316	Del Monte Blvd Rehah		Road Maintenance & Rehabilitation		Crack seal and slurry seal Del Monte Blvd	Approximately 1000 ft south of Tioga intersection to Fremont Blvd	05/2018	11/2018	1	5
PP04	5316	Playa Ave		Complete Streets Components		Construct pedestrian, bike, street and storm drain upgrades	From City limit to Noche Buena	03/2019	10/2020	20	30
PP05	5316	General Jim Moore Blvd & Eucalyptus Road		Road Maintenance & Rehabilitation		Remove & Replace Failed storm drains and road sections	General Jim Moore Blvd & Eucalyptus Road	10/2019	11/2021	20	30
PP06	5316	West Broadway		Traffic Control Devices		Modify traffic control devices	From Del Monte to Fremont Blvds	04/2018	06/2018	20	30
PP07	5316	West Broadway		Complete Streets Components		Construct pedestrian, bike, street, and storm drain upgrades	from Del Monte to west of Hillsdale	10/2020	03/2023	20	30
PP08	5316	Fremont at Trinity		Safety		Construct pedestrian and storm drain upgrades	Fremont at Trinity	06/2019	10/2020	5	30
PP09	5316	Fremont Blvd Rehah		Road Maintenance & Rehabilitation		Crack seal and slurry seal Fremont Blvd	South City Limit to North City Limit	05/2018	11/2018	1	5

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: April 19, 2018

SUBJECT: **APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE 2018 MONTEREY PENINSULA PRIDE CELEBRATION AND PARADE**

PURPOSE & RECOMMENDATION

The purpose of this item is to consider Monterey Peninsula Pride's request for co-sponsorship to waive all fees in the approximate amount of Five Thousand, Eight Hundred, Ninty Eight Dollars, and Seventy Five Cents ($5,898.75) related to the 2018 Monterey Peninsula Pride Celebration and Parade in June 2018.

BACKGROUND

Monterey Peninsula Pride is requesting to hold their 2018 Monterey Peninsula Pride Celebration and Parade on Saturday, June 30, 2018. Event participants will meet at Monterey County Social Services at 1281 Broadway Avenue and proceed west on Broadway, taking a left turn on Fremont Blvd and then a left turn on Hilby Avenue ending at the Oldemeyer Center. This event benefits the LGBT community and human rights.

Monterey Peninsula Pride is requesting a full fee waiver for the cost associated with the 2018 Monterey Peninsula Pride Celebration and Parade, including the use of the Oldemeyer Center auditorium and meeting rooms. A Special Event Application was submitted to the Special Event Committee for their review. The attached information details the specifics of this event.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted. The City's adopted fee schedule includes the following approximate fees which are applicable to this request:

Auditorium & Meeting Rooms Rental Fees	$1,238.12
Non-Refundable Deposit	$ 147.81
Special Event Application Fee	$ 90.00
Police Fees	$ 346.08
Public Works Fees	$4,076.74
TOTAL	**$5,898.75**

ATTACHMENTS

1. Application for Peninsula Pride Celebration and Parade 2018
2. Fee Waiver Request for Peninsula Pride Celebration and Parade 2018

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

Date: March 1, 2018

Dear Event Sponsor:

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

Effective February 6, 2014 a $90.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Nancy Towne
Recreation Services Manager
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6800
(831) 899-6274
Email: towne.nancy@ci.seaside.ca.us

SPECIAL EVENT APPLICATION

Incomplete or illegible applications will not be processed. An application for a permit is NOT a permit.

ORGANIZATION NAME Monterey Peninsula Pride
MAILING ADDRESS PO Box 893, Seaside, CA 93955-0893
CONTACT NAME Tyller Williamson **PHONE#** 619-886-6012
PHONE# 619-886-6012
Names and phone numbers of person(s) in charge of the event who can be contacted on a 24-hour basis during the event.
EMAIL: williamson3149@yahoo.com

EVENT NAME: Monterey Peninsula Pride Celebration & Parade 2018

Event Category

___ Athletic/Recreation	___ Concert/Performance	___ Circus
X Celebration/Festival	X Parade/Procession/March	___ Dance
___ Carnival	___ Other ___	

Setup	Date ~~6/16/18~~ 6/30/18	Time 9:30 AM
Event Starts	Date ~~6/16/18~~ 6/30/18	Time 10:30 AM
Event Ends	Date ~~6/16/18~~ 6/30/18	Time 4:00 PM
Dismantle	Date ~~6/16/18~~ 6/30/18	Time 6:00 PM

SITE LOCATION Start: Monterey County Social Services ||| End: Oldemeyer Center

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP
Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.
Event participants will meet at Monterey County Social Services, 1281 Broadway Ave. The route will proceed west on Broadway and tak a left on Fremont Blvd. and another left onto Hilby Ave. to end at the Oldemeyer Center, 986 Hilby Ave. There may be a few vehicles for event setup and dismantle. We may also have a few transporting politicans, as well (like last year).

SAFETY/SECURITY/ACCESSIBILITY
Please describe your procedures for crowd control and internal security
N/A

NAME OF SECURITY ORGANIZATION (If required)
Please attach security contract.
N/A

SIGNS POSTED N/A

OF PARTICIPANTS 500

IS THE EVENT OPEN TO THE PUBLIC? (X) YES ( )NO
If no, please describe how the event will be restricted and indicate plan on detailed schematic.

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? N/A

(X) NON-PROFIT 501 C(3) ( ) 501 C(6) ( ) COMMERCIAL-FOR PROFIT
( ) OTHER
Federal ID# 82-4249751

Event Benifiting: LGBT Community and Human Rights

WHAT CITY SERVICES DO YOU ANTICIPATE YOU WILL NEED? (IE., POLICE, FIRE, RECREATION, PUBLIC WORKS, ETC.)
City police and public works.

METHOD OF TRASH COLLECTION/DISPOSAL AND PROVISION FOR ADDITIONAL SANITARY FACILITIES
Volunteer Clean-Up Crew

PARKING ARRANGEMENTS:
Public Parking Needs
Street parking and on-site parking at the Oldemeyer Center

SPECIAL EQUIPMENT TO BE USED FOR PROPOSED EVENT. LIST ALL ELECTICAL NEEDS YOU MAY REQUIRE
. Microphone and AV equipment

(X) P.A. System	( ) Generator(s)	(X) Amplified sound/music
(X) Booths	( ) Bleachers	( ) Cooking fuel
( ) Tents	(X) Banners	( ) Barricades
( ) Other		

DO YOU INTEND TO SELL FOOD OR BEVERAGE? ( ) YES (X) NO
If YES, please attach Health Department Food Vendor Certificate.

DO YOU INTEND TO SELL OTHER MERCHANDISE? ( ) YES (X) NO

# of Vendors__________

Describe the type of merchandise.

____

WILL ALCOHOL BE SERVED? ( ) YES (X) NO

WILL ALCOHOL BE SOLD? ( ) YES (X) NO

If yes, please attach ABC license.

WILL EVENT INCLUDE MUSIC OR LIVE PERFORMANCES? (X) YES ( ) NO

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

Various local groups and organizations, Facebook (social media), and media (newspapers, etc.)

WILL FILM, VIDEO, OR PHOTOGRAPHY BE INVOLVED WITH THE PRODUCTION OF THE EVENT?

Yes

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

____

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

Permit Holder's Signature	Date: 3/1/18

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of $90.00

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

Attach to application and mail to:

City of Seaside
Recreation Services
Attn: N. Towne
986 Hilby Avenue

Seaside, CA 93955
(831) 899-6801 (P)
(831) 899-6274 fax
email: towne.nancy@ci.seaside.ca.us

Specific Event
Conditions of Approval

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

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

PROVISIONS

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

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

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

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

[signature]	President	3/1/18
Permit Holder's Signature	Title	Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event . Insurance coverage must be maintained for the duration of the event. To determine the a mount of insurance coverage necessary, please contact

Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Name of insurance agent _______________________ **Agent's Name** _______________
Business Phone _______________________ **Policy Number** _______________________

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

_____________ _______________________________
Date Signature of Permit Holder

Administrative Use Only

Sign Off

( ) Building _____________ ( ) Recreation _________________
( ) Planning _____________ ( ) Finance _________________

( ) Police _____________ ( ) Public Works _____________
( ) Fire _____________ ( ) County Health _____________

Department Comments

____
____
____
____

Special Event application form
Revised February 18, 2014

2018

City of Seaside

FEE WAIVER REQUEST

Name of Applicant Tyller Williamson Organization Monterey Peninsula Pride

Address PO Box 893, Seaside, CA 93955-0893

Street City State Zip

Home Phone 619-886-6012 Cell Phone ____________ Email Address williamson3149@yahoo.com

Room(s) Requested 6

Day(s) and Date(s) Requested ~~6/16/18~~ June 30, 2018

Hours Requested (include set-up time) 9:30 AM - 6:00 PM **Estimated Attendance** 500

Description of Event Monterey Peninsula Pride Celebration & Parade 2018

Special Instructions or Equipment to Be Brought In N/A

Reason for Requesting Fee Waiver

Last year we requested a fee waiver because it was our first year hosting the event. Over the past few months we've been working to obtain our non-profit status and are working to fundraise for the event. We'll be starting from fresh and the waiver will greatly assist in the expenses associated with hosting the event

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

If so, what was the date of your event? 6/17/17

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 50%

Are you a registered non-profit organization? Yes X No ___

What is your organization's non-profit number? 82-4249751

Is organization able to provide liability insurance? TBD

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

Applicant Signature [signature] **Date** 3/1/18

FOR OFFICE USE ONLY

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

PERMIT TO USE LAGUNA GRANDE HALL

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

Name of Applicant Tyller Williamson Organization Monterey Peninsula Pride

Address PO Box 893, Seaside, CA 93955-0893
Street City State Zip

Home Phone 619-886-6012 Cell Phone ________ Email Address williamson3149@yahoo.com

Day(s) and Date(s) Requested ~~6/16/18~~ June 30, 2018

Hours Requested (include set-up time) 9:30 AM - 6:00 PM Estimated Attendance 500

Description of Event Monterey Peninsula Pride Celebration & Parade 2018

Special Instructions or equipment requested N/A

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

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

	YES	NO		YES	NO
Is event open to the public?	☒	☐	Will refreshments be served?	☐	☒
Will admission be charged?	☐	☒	Will refreshments sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☐	☒
Will there be music?	☒	☐	Will alcohol be served?*	☐	☒
Live music or DJ? Both			Will alcohol be sold?*	☐	☒
Name, of DJ or band: Ayumi Winehouse			* Alcohol is prohibited at youth oriented events.		

DJ or band phone number and address: ayumiwinehouse@gmail.com
Work Phone Cell Phone

PO Box 893, Seaside, CA 93955-0893
Street City State Zip

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

☒ Full payment of all applicable fees ☐ Copy of event security contract by licensed company (if applicable)

☒ Proof of liability insurance ☐ Copy of ABC license (if applicable).

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

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

Applicant Signature [signature] Date 3/1/18

FOR OFFICE USE ONLY

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

Revised 7/5/2016

RULES, REGULATIONS & CONDITIONS OF USE

1. OVERTIME: Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. CANCELATION BY PERMITTEE: Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar ($7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. CANCELATION BY CITY: This permit may be canceled without liability to the City under any of the following conditions: a) it is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancelation occurs under items (g) or (h) above.
4. TRANSFERRING PERMIT: Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. ADVERTISING, SOLICITATION AND SALES: No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES: Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. COMPLIANCE TO CONDITIONS OF USE: The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. CONCESSION SALES: Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. CONDUCT OF PERSONS: Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. DAMAGE TO FACILITY OR EQUIPMENT: All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. EXITS: At no time shall exits be covered or obstructed.
12. FACILITIES CAPACITY: Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. FLAMMABLE MATERIALS: No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. INDEMNITY: Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. PAYMENT OF TAXES: Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY: Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES: The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. ALCOHOL: No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. SMOKING: Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. USE OF RESERVED FACILITIES AND EQUIPMENT: Permittee may use only those facilities and equipment specifically designated on this permit.
21. CONSTRUCTION OF PERMIT: In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. SEVERABILITY: If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. SECURITY AND CLEANING DEPOSIT: A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. SUPPLIES: City staff is not authorized to provide supplies for your event.25. SECURITY GUARDS: One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

Revised 7/5/2016

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: April 19, 2018

SUBJECT: **RECEIVE THE 2017-2018 THIRD QUARTER BUDGET REPORT, ACCEPT AND FILE THE REPORT, PROVIDE DIRECTION TO STAFF AND CONSDER ADOPTION OF A RESOLUTION APPROVING THE PROPOSED BUDGET ADJUSTMENTS**

PURPOSE & RECOMMENDATION

The purpose of this item is to provide the City Council the opportunity to receive the report on the 2017-2018 third quarter Budget, accept and file the Report, provide direction to staff as desired and consider adoption of a resolution approving the proposed Budget adjustments.

BACKGROUND

The City of Seaside's 2017-2018 Budget was adopted by the City Council on June 27, 2017. The 2017-2018 Budget was adopted with a surplus of $82,080. It is based on the City's strategic direction of improving the quality of life and achieving fiscal strength.

The Adopted Budget included two new revenue sources from voter approval of initiatives: one to increase the local transaction tax and the other to welcome newly legal cannabis businesses to Seaside. Due to the time needed to establish the cannabis businesses, the original estimated revenue of $350,000 has been reduced by $100,000 to $250,000 in this analysis.

Three major categories of enhanced effort are included in the 2017-2018 Adopted Budget: 1) community and capital improvements, including street repairs, Cutino Park improvements, and improvements to other parks; 2) service improvements, through increases in staffing; and 3) programming enhancements, including beginning a Farmers' Market, hosting a community fireworks display, improvements to the City's social media presence, and providing opportunities for CSUMB interns.

THIRD QUARTER ANALYSIS

To best ensure that the City is on track with the currently adopted 2017-2018 budget, and to review the City's current revenue situation, the City Council conducts a quarterly budget review. The purpose of the budget review is to present the latest information that we have to enable the Council to make budget adjustments, if needed, or if indicated by changed circumstances and in the best interests of the community. On January 18, 2018, the City Council received and considered the second quarter (mid-year) report and adjusted the budget accordingly.

GENERAL FUND OVERVIEW

The General Fund Budget for Fiscal Year 2017-2018 was balanced at adoption, with a surplus of $82,080. The Audited Financial Statements for the year ended June 30, 2017 reflects a fund balance increase of $729,349. The 2017-2018 Mid-Year analysis estimated a fund balance increase of $407,908.

The 2017-2018 proposed General Fund third quarter adjustments are:

Net Revenue Estimate Increases	$1,042,500
Net Projected Expenditures Decreases	$ 880,500
Net Fund Balance Increase	$1,923,000

The significant increase in revenue estimates is due to the sale of property to the Senior Assisted Living Project for $1,075,080. The expenditure decreases are due to some positions that have not been filled and projects that will not be completed by June 30, 2018. These items will be re-budgeted in the 2018-2019 Budget.

When the 2017-2018 Budget was adopted, the General Fund fund balance was $6,380,596, or 72% of the Municipal Code minimums:

Capital Reserve	$1,063,433
Special Reserve	$2,126,865
Emergency Reserve	$3,190,298
Total	$6,380,596

The June 30, 2017 final audit increased the fund balance by $729,349, the mid-year analysis estimated an increase of $407,908 to the fund balance, and the third quarter analysis brings the March 31, 2018 estimated fund balance to $9,440,853, 107% of the Municipal Code minimums.

	Minimums	Actuals
Capital Reserve	$1,472,132	$2,138,513 *
Special Reserve	$2,944,265	$2,920,936
Emergency Reserve	$4,416,397	$4,381,404
Total	$8,832,794	$9,440,853 *

* It is anticipated that the Solar Project may need an additional $250,000 in order to complete the project; this funding would come from the Capital Reserve leaving the balance at $1,888,513 and the Total Reserve balance at $9,190,853, 105% of the Municipal Code minimums.

For a complete list of proposed mid-year adjustment see Attachment 1.

OTHER FUNDS

There are a few adjustments in other funds. See Attachment 1.

FISCAL IMPACT

There is no direct fiscal impact related to this action. If adopted, the adjustments would become part of the budget and funds would be spent within the budget appropriations.

ATTACHMENTS

1. 2017-2018 Mid-Year Budget Resolution
2. Resolution - Exhibit A - Revenue Adjustments
3. Resolution - Exhibit B - Expenditure Adjsutments

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 ADOPTING THE 2017-2018 THIRD QUARTER BUDGET REPORT AND PROPOSED CHANGES TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Seaside reviewed and adopted the 2017-2018 Annual Operating Budget on June 27, 2017; and

WHEREAS, the City Council has conducted a third quarter review of the Operating Budget; and

WHEREAS, the City Council of the City of Seaside has considered the Third Quarter Review and the Proposed changes to 2017-2018 Annual Budget; and

WHEREAS, the City Council is required to approve changes to the 2017-2018 Operating Budget by resolution.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside adopts the proposed modifications to the 2017-2018 Operating Budget, as detailed in Exhibit A & B, attached, as may be modified and incorporated by staff, as authorized.

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside duly held on the 19th day of April, 2018 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

____
Ralph Rubio, Mayor
City of Seaside

ATTEST:

____
Lesley Milton
City Clerk - City of Seaside

PROPOSED REVENUE ADJUSTMENTS

Total General Fund Revenue Estimates as of 3/31/2018 $31,140,516

	Increases	Decreases
General Fund:		
Franchise - Water	$ 20,000.00	
Business License Tax	$ 90,000.00	
TOT - Short-term Rentals		$ 20,000.00
Marijuana Receipts Tax		$ 100,000.00
UUT - Electric		$ 75,000.00
UUT - Telephone		$ 50,000.00
UUT - Marina Coast	$ 20,000.00	
Building Permits	$ 25,000.00	
Plumbing Permits	$ 7,500.00	
Other Court Fines	$ 20,000.00	
Traffic Safety Fines		$ 15,000.00
Planning Application Review	$ 20,000.00	
Zoning /Plan Amendments	$ 15,000.00	
Sale of Property (Seaside Senior Living)	$ 1,075,000.00	
Reimbursements - Police	$ 10,000.00	
TOTALS	$ 1,302,500.00	$ 260,000.00
NET GENERAL FUND REVENUE INCREASE	$ 1,042,500.00	
Streets Fund:		
Measure X Funding	$ 150,000.00	
Internal Service - Insurance Fund:		
Workers' Comp Recovery	$ 50,000.00	

PROPOSED EXPENDITURE ADJUSTMENTS

Total General Fund Budgeted Expenditures as of 3/31/2018 $30,754,271

	Increases	Decreases
General Fund:		
Operations:		
City Council	$ 10,000.00	
City Manager	$ 10,000.00	
City Clerk	$ 7,000.00	
Personnel	$ 12,000.00	
CalGrip Grant		$ 94,000.00
City Attorney	$ 14,000.00	
Finance	$ 109,000.00	
Police:		
Administration		$ 65,000.00
Operations		$ 508,000.00
Investigations	$ 78,000.00	
Vehicle Abatement	$ 3,500.00	
Animal Control	$ 3,000.00	
Reserve	$ 17,000.00	
Fire:		
Administration	$ 62,000.00	
Operations		$ 160,000.00
Haz Mat		$ 40,000.00
OES Strike Team	$ 15,000.00	
Building		$ 76,000.00
Code Enforcement	$ 10,000.00	
Planning & Zoning		$ 55,000.00
Economic Development	$ 31,000.00	
Public Works		$ 160,000.00
Engineering		$ 102,000.00
Recreation		$ 2,000.00
	$ 381,500.00	$ 1,262,000.00
	$ (880,500.00)	
OTHER FUNDS:		
Laguna Grande Parking	$ 25,000.00	
Streets		$ 325,000.00
PRVNT		$ 4,000.00
Senior Programs	$ 4,000.00	

Stormwater Fund		$ -
Library Fund	$ 35,000.00	
Water Fund		$ 60,000.00
Insurance Fund		$ 50,000.00
MIS Fund		$ 10,000.00