A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, July 5, 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. PROCLAIM JULY 2018 AS PARKS AND RECREATION MONTH IN THE CITY OF SEASIDE

PURPOSE & RECOMMENDATION: To declare July 2018 as Parks and Recreation month in the City of Seaside.

That the City Council present the Parks and Recreation Commission with the Proclamation proclaiming July 2018 as Parks and Recreation Month in the City of Seaside

8. CONSENT CALENDAR

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

A. APPROVAL OF MINUTES FROM JUNE 21, 2018

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 June 12, 2018 through June 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 21, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is $1,759,466.44.

C. RESOLUTION TO MODIFY THE POSITION CONTROL LIST TO ADD ONE ADDITIONAL DEPUTY POLICE CHIEF, DELETE TWO POLICE COMMANDERS AND ADD ONE POLICE OFFICER DEDICATED TO TRAFFIC OPERATIONS.

PURPOSE & RECOMMENDATION: The purpose of this item is to approve a resolution to modify the position control list to add an additional Deputy Police Chief, delete two Police Commanders, and add one Police Officer dedicated to traffic operations. This action does not delete the Police Commander position from the classification plan.

D. RENEWAL OF THE ANNUAL BINGO LICENSES FOR V.F.W. POST 8679 AND MONTEREY PENINSULA AVENUE OF THE FLAGS

PURPOSE & RECOMMENDATION: The purpose of this item is to provide the City Council an opportunity to review the 2018 annual bingo license renewal applications from the two non-profit organizations (two licenses) that conduct bingo games in the City of Seaside.

E. APPOINTMENT OF CALIFORNIA JOINT POWERS INSURANCE AUTHORITY DIRECTOR AND ALTERNATE(S)

PURPOSE & RECOMMENDATION: It is proposed and recommended that the City Council appoint Mayor Pro Tem Dennis Alexander to serve as a Director on the California Joint Powers Insurance Authority (CJPIA) Board of Directors and Councilmember David Pacheco and Human Resources Director Roberta Greathouse to serve as alternates.

F. RESOLUTION APPROVING CONTRACTS WITH RICHARDS WATSON GERSHON FOR BOND COUNSEL AND DISCLOSURE COUNSEL LEGAL SERVICES, C.M. DE CRINIS & CO., INC. FOR MUNICIPAL ADVISORY SERVICES, AND PIPER JAFFRAY & CO. FOR UNDERWRITING SERVICES FOR THE PROPOSED $10 MILLION FINANCING FOR STREET IMPROVEMENTS AND THE PROPOSED $5 MILLION FINANCING FOR CUTINO PARK IMPROVEMENTS

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to review and consider resolutions approving a contracts with Richards Watson Gershon for bond counsel and disclosure counsel legal services, C.M. de Crinis & Co., Inc. for municipal advisory services, and Piper Jaffray & Co. for underwriting services for the proposed $10 million financing for street improvements and the proposed $5 million financing for Cutino Park improvements.

G. AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES AGENCY, ESO SOLUTIONS AND THE CITY OF SEASIDE FOR ELECTRONIC EMERGENCY MEDICAL SERVICES DATA COLLECTION AND REPORTING TO THE STATE.

PURPOSE & RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into agreement with the County of Monterey Emergency Medical Services Agency, ESO Solutions (software provider) and the City of Seaside for electronic emergency medical services data collection and reporting to the State of California.

H. APPROVAL TO TEMPORARILY MODIFY THE POSITION ALLOCATION LIST TO OVER-HIRE THE FIREFIGHTER CLASSIFICATION BY TWO DUE TO LONG TERM ABSENCES.

PURPOSE & RECOMMENDATION: It is requested that the City Council authorize a temporary modification of the Position Allocation List to allow the Fire Department to over-hire by two Firefighter positions due to long term absences.

I. APPROVE DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 12-14, 2018

PURPOSE: That the City Council Approve the appointment of Mayor Pro Tem Alexander as the voting delegate and Council Member Jones as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

RECOMMENDATION:

J. LETTER TO GOVERNOR BROWN REGARDING CLIMATE ACTION

PURPOSE & RECOMMENDATION: To convey the policy position of the signatories to the letter.

K. LETTER TO PRESIDENT TRUMP REGARDING REUNITING FAMILIES

PURPOSE & RECOMMENDATION: To convey the policy position of the signatories to the letter.

9. PUBLIC HEARING

A. ADOPTION OF AN ORDINANCE AND RESOLUTION FOR MAP AMENDMENTS TO THE SEASIDE MUNICIPAL CODE: SEASIDE ZONING MAP AND SEASIDE GENERAL PLAN: FIGURE LU-2, LAND USE POLICY MAP FOR 1624 DEL MONTE BOULEVARD, 1632 DEL MONTE BOULEVARD, AND 590 OLYMPIA AVENUE (APNs: 011-552-008, 011-552-009, 011-552-010, 011-552-011, 011-552-012), (SECOND READING- ROLL CALL VOTE)

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to adopt the proposed map amendments to the Seaside Municipal Code: Seaside Zoning Map and Seaside General Plan: Figure LU-2, Land Use Policy Map for 1624 Del Monte Boulevard, 1632 Del Monte Boulevard, AND 590 Olympia Avenue (APNs: 011-552-008, 011-552-009, 011-552-010, 011-552-011, 011-552-012). It is recommended that the City Council adopt the proposed map amendments.

B. ADOPTION OF TWO ORDINANCES AMENDING CHAPTER 17 (ZONING CODE) AND CHAPTER 3 (TRANSIENT OCCUPANCY TAX) OF THE SEASIDE MUNICIPAL CODE TO ADOPT SHORT-TERM RENTAL REGULATIONS WITHIN RESIDENTIAL DWELLINGS. (SECOND READING, ROLL CALL VOTE)

PURPOSE & RECOMMENDATION:
The purpose of this ordinance is to adopt two ordinances establishing regulations for the use of privately owned residential dwellings as short-term rentals to minimize any negative impacts on surrounding properties and to ensure the collection and payment of transient occupancy taxes for said short-term rentals. It is recommended that the City Council:

- Adopt the second reading of an Ordinance to add Section 17.52.251 to the Seaside Municipal Code entitled "Short Term Rentals" and;
- Adopt the second reading of an Ordinance to amend Chapter 3.24 of the Seaside Municipal Code to include "Short-Term Rental" as use that would be subject to the collection of Transient Occupancy Tax (TOT) the same as a hotel and add new Section 3.24.121.A that would establish fund accounts whereby TOT collection from short-term rentals would set aside to assist with affordable housing activities/projects and community and neighborhood park improvements

C. ADOPTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2 ADDING 2.15 CITY COUNCIL LIAISONS AND AMENDING 2.24 UPDATING THE NAME OF THE NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION (SECOND READING-ROLL CALL VOTE)

PURPOSE & RECOMMENDATION: To adopt an ordinance amending Seaside Municpal Code adding Chapter 2.15 City Council Liaisons and removing the word "Program" from the Neighborhood Improvement Program Commission from Chapter 2.24

10. BUSINESS ITEMS

A. RESOLUTION APPROVING THE DESIGN FOR THE IMPROVEMENTS TO CUTINO PARK

PURPOSE & RECOMMENDATION: The purpose of the item is to provide an opportunity for the City Council to consider adopting a resolution approving the design of the Multi-Use Field and Skate Park at Cutino Park.

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

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

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 19, 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

Parks and Recreation Month
July, 2018

WHEREAS, *Parks and Recreation makes lives and communities better now and in the future; and*

WHEREAS, *it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and*

WHEREAS, *residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and*

WHEREAS, *residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and*

WHEREAS, *parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and*

WHEREAS, *the residents of the City of Seaside including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs including Soper Field, Cutino Park, Patchetti Park, & Laguna Grande provided by the City of Seaside and*

WHEREAS, *the City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and*

WHEREAS, *July is celebrated across the nation as Parks and Recreation Month.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim July 2018, as* ***"Parks and Recreation Month"*** *and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.*

_____

Ralph Rubio, Mayor

July 5, 2018

DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, June 21, 2018
7:00 PM

1. FIELD TRIP - 6:00 PM

Mayor Pro Tem Alexander called the meeting to order, took roll and adjourned to the Field Trip.

2. CALL TO ORDER

The City Council reconvened the regular meeting at 7:25 PM.

3. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Alexander, Campbell, Jones, Pacheco
ABSENT: Rubio

4. INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Murray led the invocation and Council Member Jones led the Pledge of Allegiance

5. REVIEW OF AGENDA

No changes were requested.

6. PUBLIC COMMENT

Mayor Pro Tem Alexander invited comments from the public.

- Joe Garcia said that the corner of Mingo and Noche Buena is dangerous and asked if there could be red curb due to visibility issues. He also expressed frustration with the breed of trees planted on Broadway due to rooting issues and that he wished the look could have been more of a coastal community style.
- LisAnne Sahwney spoke to current board and commission openings indicating her desires to serve and questioned where the City was with contacting applicants and filling vacancies. She also spoke in support of the City Council Liaison appointments.
- Michael Campos spoke about the Del Rey Oaks Street closure and also informed the public of the community meeting co-sponsored by Cal Trans, TAMC and the cities of Del Rey Oaks and Seaside regarding the HWY 218 corridor improvements.
- Sue Hawthorne commented on the fireworks enforcement and that in the future it would be a good idea to have shuttles to the fireworks events.

Mayor Pro Tem Alexander responded there are shuttles but space has to be reserved in advance at the Oldemeyer Center.

7. PUBLIC AGENCY COMMUNICATIONS

None.

8. PRESENTATIONS

A. PRESENTATION ON STATUS OF THE 2018 ILLEGAL FIREWORKS ENFORCEMENT

PLAN

Commander Veloz and Fire Chief Dempsey spoke to the 2018 Illegal Fireworks Enforcement. She stressed that there will be drones out for the Fourth of July that will take and retain footage of any illegal activity for enforcement. Recreation Superintendent Meewis reported on the Fireworks celebration at Bayonet Black Horse. The Council appreciated the public outreach approach balancing enforcement information with the City celebration information.

B. PRESENTATION OF NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION'S MAY 2018 AND JUNE 2018 HOUSE OF THE MONTH AWARDS AND THE 2018 BUSINESS OF THE SECOND QUARTER AWARD

Mayor Pro Tem Alexander and Neighborhood Improvement Program Commissioner Lani Olis presented the House of the Month awards and the Business of the Quarter award to the recipients in appreciation of their effort and example they set for the neighborhood and the Seaside community.

C. PRESENTATION THANKING THE CITY COUNCIL FOR THEIR SUPPORT OF GOLD COAST RODS

On behalf of Gold Coast Rods, Otis Stevenson presented a plaque in appreciation of continuous support by the City of Seaside through the years.

D. PROCLAMATION SUPPORTING LGBT PRIDE MONTH IN THE CITY OF SEASIDE

Mayor Pro Tem Alexander and Council Member Jones presented the proclamation in support of LGBT Pride Month in the City of Seaside. She spoke to her personal belief in the proclamation and her pride to put something in the record that shows Seaside is a community of diversity and inclusion.

E. PROCLAMATION RECOGNIZING JUNETEENTH FREEDOM WEEK

Mayor Pro Tem Alexander and Council Member Jones presented the proclamation proclaiming Juneteenth as freedom week in the City of Seaside.

9. CONSENT CALENDAR

Mayor Pro Tem Alexander invited comments from the items on the Consent Agenda. Items H and J were pulled for discussion.

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 with the exception of items H and J.

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

A. APPROVE MINUTES OF JUNE 7, 2018 AND JANURARY 18, 2018
Action: Approved

B. APPROVE AND FILE CITY CHECKS
Action: Approved and Filed

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM BETHEL BAPTIST CHURCH
Action: Approved

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY

Action: Approved

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE AQUATIC CLUB - THE DOLPHINS

Action: Approved

F. APPROVE A FEE WAIVER REQUEST FROM THE SEASIDE LIONS CLUB FOR THE USE OF OLDEMEYER CENTER KITCHEN AND BBQ PIT

Action: Approved

G. APPROVE A FEE WAIVER AND CO-SPONSORSHIP REQUEST FROM THE PAN-HELLENIC COUNCIL FOR COSTS ASSOCIATED WITH THE 2019 MARTIN LUTHER KING, JR. MARCH AND PROGRAM IN THE AMOUNT OF FIVE THOUSAND FOUR HUNDRED AND SEVENTY-TWO DOLLARS ($5,472.00)

Action: Approved

H. APPROVE A CO-SPONSORSHIP AND FEE WAIVER REQUEST FOR 2018 HOT CARS COOL NITES CAR SHOWS

On request from Council Member Pacheco, Otis Stevenson from Gold Coast Rods informed the Council that the next events on Broadway Avenue will be Friday July 20th and Friday August 17 from 4-7 PM and encouraged people to come down to enjoy the festivities.
Mayor Pro tem invited comments from the public and had no requests to speak.
Action: Approved

I. APPROVE A RESOLUTION MODIFYING THE CLASSIFICATION PLAN TO ADD THE CLASSIFICATIONS OF COMMUNITY DEVELOPMENT DIRECTOR, CHIEF BUILDING OFFICIAL, ECONOMIC DEVELOPMENT DIRECTOR, HUMAN RESOURCES DIRECTOR / RISK MANAGER, AND PUBLIC WORKS DIRECTOR / CITY ENGINEER

Action: Approved

J. APPROVE A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO THE DON CHAPIN COMPANY INC. FOR AN AMOUNT NOT TO EXCEED $193,000 FOR THE CUTINO PARK ADA IMPROVEMENTS PROJECT

Mayor Pro Tem Alexander invited comments from the public.

- LisAnne Sahwney spoke to initial proposed cost of the Cutino Park rehabilitation and expressed frustration with the current significantly larger proposed cost. She spoke in support of leveraging funding for multiple parks and for this item, looking to find ways to make ADA changes at other parks as they have compliance issues as well.
- Regina Mason expressed concern that there are many parks in the City that need improvement and requested consideration of upgrading all parks in the City.

Council Member Pacheco responded that Seaside has the least amount of parks for athletic fields or skate parks across the region. ADA is a state requirement and in order to make any improvements at park, we are required to make ADA improvements. He agreed with public comments that other parks need to be improved and spoke to only having seven parks staff members for all Seaside parks. By enhancing Cutino park, we are enhancing the quality of life for residents. Council Member Campbell acknowledged how the cost of the project has grown and the need for park improvements at other parks and assured the public that revenues are slowly growing and with it the City has prioritized park improvements because it has a direct impact on the quality of life for residents. Council Member Alexander invited any resident who is concerned about parks to consider participation in the Friends of the Seaside Parks organization with sole purpose to address Seaside Parks.

City Manager Malin spoke to the purpose of the agenda item, and explained as the improvements are

made, ADA compliance is required. You cannot have inclusion and equity without accessibility.

On motion by Council Member Dave Pacheco and seconded by Kayla Jones and passed by the following vote the City Council Approved the item and Adopted Resolution 18-53 awarding the construction contract to Don Chapin for Cutino park ADA improvements.

RESULT:	**Adopted**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

10. PUBLIC HEARING

A. AN APPEAL REQUESTING TO OVERTURN THE PLANNING COMMISSION DECISION TO APPROVE A SECOND STORY ADDITION TO AN EXISTING ONE-STORY SINGLE FAMILY DWELLING LOCATED AT 1739 YOSEMITE STREET IN THE RS-12 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT (APN 012-101-065). THIS PROJECT IS CATEGORICALLY EXEMPT CLASS 1, SECTION 15301.E.2.A, EXISTING FACILITIES, FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Associate Planner Larsen presented the report explaining the purpose of the item to consider an appeal submitted by Felix Bachofner, seeking to overturn the approval made by the Planning Commission for a second story addition to an existing one-story single family residence located at 1739 Yosemite Street. He detailed the process of review and explained the compliance with the Single Family Design Review Guidelines, and the approvals by both the Board of Architectural Review as well as the Planning Commission who both passed resolutions including findings in support of the applicant. Mr. Larsen then explained the appellant's concern that the general plan requires that there be preference given to the protection of private views and the approval ignores significant elements of the Single Family Residential Design Guidelines and that he does not believe the full environmental impacts were adequately considered. Mr. Larsen explained the de novo process to the Council and the staff recommendation to deny the appeal subject to the findings in the draft resolution. Mr. Larsen answered questions from the Council.

The Council discussed the fact that that the PC and BAR unanimously approved the denial and agreed with the findings, that there is no ordinance that currently prohibits the blocking of views, how much of neighborhood character is taken into consideration, and if this project could set precedence for future developments. City Attorney Freeman indicated that all real property is unique and precedence is not determined as all projects have to go through the process.

Appellant Felix Bachofner presented indicted he is representing 15 different residents as well as International School of Monterey families. He spoke to comments made during the different public hearings and indicated that his major concerns are the impacts, scale, character and compliance with Seaside rules. He believed there should be compliance with significant setbacks, not minimum setbacks. He disagrees to the claim it is categorically exempt and would be a negligible impact. He is requesting an initial study to be conducted because the project is in an environmentally sensitive area, the project doubles the existing size, and the cumulative impacts of future potential growth triggered by this project could be significant.

The applicant Arnold Nobida provided a rebuttal. He thanked the Planning Commission and the Board of Architectural Review and staff for their efforts. He defended his rights to improve his home for his family and spoke to the way cities change over time. He explained that if this is not approved The Council would be sending a message that the City does not support improving residential properties. The previous concern was with the impact of the view shed to the Monterey International School but it is not considered a private view and they are not qualified to exempt. He spoke to his full compliance with the design guidelines and to the revisions he has made to be

considerate to the neighbors, including intentions to add additional privacy through fencing and landscaping. He spoke to his commitment to Seaside and his desire to renovate an existing home in a neighborhood he loves rather than moving away. He spoke to the proximity to his aging father and his years of public service and family business commitment to the community.

Mayor Pro Tem Alexander invited comments from the public.

- Jimmy Welch spoke in support of Mr. Nobida and opposing Mr. Bachofner's comments. As an ISM parent, he is concerned about child safety on that street more so than view impact and expressed frustration with the congestion. He disagreed and said that on that same stret there are two story homes already existing, rebutting what Mr. Bachofner's comments.
- Herold Lusk spoke to his long term relationship with Mr. Nobida, and disagreed with Mr. Bachofner's comments citing there are multiple multi-level houses on the same street. He requested approval because everything requested of the applicant was done.
- Dale Person spoke he and his wife's efforts to improve the neighborhood including motivating the neighborhood to improve a neighborhood park. He also spoke to his process to obtain a second story addition and that any improvements should be celebrated, a better look for Seaside. He expressed frustration with Mr. Bachofner for trying to prevent someone from improving Seaside.
- Sue Hawthorne spoke to her residential impacts if the project is approved and does not think the Planning Commission looked at this as a project in a city full of potential projects. These projects may not officially set precedence but it will be more difficult to deny the next one.
- Paul Wolf requested to refocus on the zoning and said that it needs to stay away from box like design. He spoke in support of a better possible design. Although he supports their chance to build but also that and everyone should have the ability to weigh in on when they all have to see.
- Art Nobida father to the applicant who owns a business on Broadway thanked the City Council for the street improvements. He spoke to his son's application process and expressed frustration with the time and money that he has spent trying to comply with the City requests, which he has done and requested approval.
- Daniel Spalletta spoke in support of the applicant and spoke in support of his consistent quality and delivery of projects.
- Jane Clop spoke in support of progress and looks forward to the neighborhood improvement. She gave credit to the design changes that have already been made at the request of the City.
- Billy Lualemana spoke in support of approving the project and denying the appeal.
- Rebecca Pieken believes approval of this one building will have impacts to the rest of the Community and requested consideration of the pattern of impact. Seaside is built on a view, the more buildings that go up, the fewer views residents will have.
- Amal Nobida spoke in support of her brother who has complied with all the rules and requests of the City and to his strength of character and requested approval.
- A resident lives directly in front of the project sight expressed concern that the design guidelines stated that new designs should be compatible with the scale of the existing homes and buildings and architecture should not be box like and does not think the existing design complies.
- Dennis Volk spoke in support of the project requested to support the PC and BAR decisions.
- Adel spoke against comments made by Mr. Bachofner and in support of project approval.
- Mervin Gratton indicated he is contemplating a second story; he spoke to the process and in approval of the project.
- Barbara Johnson requested that the Council request the design to be changed.
- LisAnne Sahwney spoke to the impact to public views and believes the house design would be more palatable if it was condensed and did not look like a box.
- Cookie Sandro disagreed that there is an issue from parents at ISM, and those that comply

with the rules should be approved. She thinks that the cumulative argument is irrelevant because not everyone can afford or will chose to build up, as presented by the Appellant. She requested the Council deny the appeal.

- Cathy ISM parent and staff member believed the appellant's photos are misleading. There is no impact to the view from any building on the campus and that architecture is personal preference and disagrees that it is boxy. Please move forward with the project.

Mr. Bachofner presented his rebuttal citing the discrepancy of staff's CEQA citations and requested the City to conduct an initial study. He said there is requirement for setbacks that has not been met and suggested mitigations to the design.

Associate Planner Larson Bob indicated that there was an administrative mistake in the staff report for the CEQA analysis which was published in previous staff report to the Planning Commission however. It was correct in the current staff report for the City Council. He then spoke to the fact the guidelines are not an ordinance that demands them and that staff found the project in compliance with the regulations.

Council Member Pacheco indicated that he believes that the projects meets and exceeds the standards set forth in the residential design guidelines. Council Member Jones agreed that precedent should not be a point of consideration. Considering the neighbors do not have a problem, that the project does not set legal precedent and that she does not think the design is boxy, she is supportive of the project. Council member Campbell spoke in support of the responsiveness of the applicant to comply with the standards and agreed precedence is not established because guidelines can change and Board preferences can change. Believes the owner has done his due diligence. Mayor Pro Tem Alexander spoke in support of homeowners improving their homes as a priority of the City and the Council.

Council Member Campbell stated that in accordance with Section 15301.E.2.A of the California Environmental Quality Act, additions not resulting in an increase of more than 10,000 square feet in an area and is allowable under the provisions of the General Plan are deemed categorically exempt from the provisions of CEQA.

On motion by Council Member Dave Pacheco and seconded by Kayla Jones and passed by the following vote the City Council denying the appeal and upheld the decision of the planning Commission with the conditions put upon the project with the evidence provided during the meeting.

RESULT:	**Adopted**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

B. <u>ADOPTION OF MUNICIPAL CODE AMENDMENT TO CHAPTER 10.32 SECTION 10.32.070 AND CHAPTER 17.34 SECTION 17.34.030 OF THE SEASIDE MUNICIPAL CODE TO AMEND REGULATIONS FOR THE PARKING OR PLACEMENT OF VEHICLES ADVERTISED FOR SALE, HIRE, OR RENTAL CITYWIDE (SECOND READING - ROLL CALL VOTE).</u>

Mayor Pro Tem Alexander adjourned the meeting for a 10 minute break at 10:10 PM. The meeting reconvened at 10:20 pm.

City Manager Malin explained this is the second reading of the draft ordinance that would prohibit the parking of vehicles for sale on all City Streets.

Mayor Pro Tem Alexander opened the public hearing and invited comments from the Council and

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 roll call vote the City Council adopted Ordinance 1051 prohibiting the parking of vehicles for sale on all city streets.

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

C. INTRODUCTION OF AN ORDINANCE AND RESOLUTION ADOPTING MAP AMENDMENTS TO THE SEASIDE MUNICIPAL CODE: SEASIDE ZONING MAP AND SEASIDE GENERAL PLAN: FIGURE LU-2, LAND USE POLICY MAP FOR: 1624 DEL MONTE BOULEVARD, 1632 DEL MONTE BOULEVARD, AND 590 OLYMPIA AVENUE (FIRST READING- ROLL CALL VOTE).

Associate Planner Beth Rocha provided a presentation explaining the intent of the item to be able to broaden the uses of specific locations in the City near the West Broadway Urban Village areas. She detailed the parcel numbers on Del Monte and Olympia that would be impacted and the action would modify the general plan from Regional Commercial to the proposed Mixed Use. It would also change the use preference from automotive uses to commercial mixed use. She further explained that with the current designation, only 17 uses are allowed but if approved, the uses would expand to 70. She explained that this change was initiated from a property owner that has an existing parcel and spoke to intentions to modify the business use to activate the space consistent with the general plan and the WBUV specific plan.

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

Council Member Alexander questioned the transition into the WBUV and the efforts to realign the intersection and that this could help assist with transition between the two districts. Council Member Campbell indicated that mix used provides more opportunities and agrees that this will go well with the improvements made on Broadway Avenue.

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following vote the City Council adopted a *Resolution certifying a Negative Declaration for the proposed map amendments in accordance with the California Environmental Quality Act Guidelines; and Adopt a Resolution certifying the proposed General Plan map amendment, Figure LU-2, Land Use Policy Map for parcels 011-552-008, 011-552-009, 011-552-010, 011-552-011, and 011-552-012 is consistent with the City's General Plan Policies.*

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following roll call vote the City Council Approved the first reading of the draft ordinance.

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

On motion by Council Member Dave Pacheco and seconded by Kayla Jones and passed by the following vote the City Council approved continuing the meeting past 10:30 pm.

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

D. CONDUCT A PUBLIC HEARING AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE 2018-2019 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS AND AUTHORIZE STAFF TO TAKE ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION

City Manager Malin recapped the initial budget discussion on June 6th and informed the Council that staff incorporated all requests from the Council with consensus into the new budget. He spoke to the changes made from the previously proposed budget including reducing the City Council consulting budget to $5,000, modifying the State Lobbyist funding to only 6 months. He also noted that staff added $15,000 to the Art and History Commission to start projects of historical markers and public art as well as adding $50,000 to the legal budget with efforts to support the goal of adding quality affordable housing units in FY 18-19. The overall changes to the proposed budget results in a surplus of $42,000. Mr. Malin then spoke to the general budget delineation noting there is an extraordinary amount of capital improvements which is substantially more than in memorable history. To achieve the vision of the city, you have to make the investment. Mr. Malin answered questions from the Council.

Council Member Campbell questioned if the school Resource Officer position is still funded to which Mr. Malin indicated that he sees the value of the position to the youth in the community and affirmed it is fully funded. He wants to be a strong partner with MPUSD. Council Member Jones expressed support of the SRO but requested that they do not wear tactical equipment and have no gun in school. City Manager Malin will have a good discussion about the resources they carry with them. Ms. Jones again spoke in support of removing the lobbyist budget entirely and encouraged consideration of adding funds to commission young artists for the creation of public art. She also requested adding large banners over major streets and consideration of naming future development sites after impactful Seaside residents. Council Member Campbell spoke in support of the removal of the lobbyist as well as the removal of the MPRWA expenditure. Council member Alexander requested confirmation of the previously discussed citizen's academy to which Commander Veloz indicated it was budgeted for this year and should be online within 6 months. Council Member Jones spoke to the value of the CERT Program and requested that it be incorporated into the budget this year. The Council discussed the lobbyist budget.

Mayor Pro Tem Alexander invited comments from the public.

- Natalia Molina requested clarification for the funding for legal defense. She also spoke in support of a citizen's academy and requested consideration to expand it to more city departments for a broader education.
- Felix Bachofner suggested keeping the lobbyist until mid-year as discussed at the last Council meeting. He spoke to the lack of responsiveness from City staff for developments on Broadway and requested the Council to consider additional fee holidays as well as to consider some revisions of the re-filing fees to applicants requested to modify their projects.
- LisAnne Sahwney spoke in support of the changes in the fee schedule and thinks that it will have greater compliance. She spoke against the large investment into Cutino Park and encouraged redistributing funds into multiple parks.
- Ian Oglesby requested that the Council better explain the cost and benefits of the Cutino park project. He also spoke in support of protecting the archives and adding funds for proactive legal support.

- Mitt Sahwney questioned how the funding gap will be mitigated for budgeted revenue projections made for projects that may not come to fruition.

Council Member Jones asked if the archives could be incorporated into the City transparency portal to which City Clerk Milton-Rerig indicated that it is a possibility. City Manager Malin explained the purpose of needing additional legal defense to help Seaside defend and add affordable housing units and we may need some legal assistance to help us play legal offense. He also agreed to consider adding units to the Citizens Academy about city government.

Council Pacheco thinks it is important that Seaside is proactive and control its own destiny to improve quality of life for all residents including low income residents and he is in support of continued involvement of the MPRWA because it's the city's job to be part of the discussion and spoke in support of two months of lobbyist funding to provide notice per the contract. Mayor Pro Tem Alexander indicated that he does not support the reduction of the lobbyist budget any further due to the agreement made at the last Council meeting.

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following vote the City Council Adopted resolution 18-57 adopting the Fiscal Year 2018-19 budget as presented with the reduction of the lobbyist funding to two months.

RESULT:	**Approved**
AYES:	Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	Dennis Alexander
ABSENT:	Rubio

E. REVIEW, DISCUSS, CONDUCT A PUBLIC HEARING, AND CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE PROPOSED 2018-2019 FEE SCHEDULE

City Attorney Freeman introduced the item briefly speaking to the changes that were made to the draft ordinances at the request of the Council. He explained the following changes:

- All references have been changed to license, not permit. The license is good for one year, hosted or non-hosted.
- For hosted, there is no cap on the number of licenses. For the non-hosted, there is no cap, but an applicant must prove they have been in existence as a host since April 10th, 2018.
- The reference was removed requiring reporting of license plate numbers to city hall.
- There is a fine of $2,500 for not having a local contact person to respond to issues within the time frame.
- The limit of people per room was removed and assigned to the Building Official who will use the uniform building code to assess per application.

Economic Development Manager Stearns added that the block face references were removed as well as the TOT and financial references were separated to a separate ordinance to be placed in Chapter 3 of the Municipal Code.

Council Member Jones questioned if properties designated as affordable housing can be allowed to operate an STR to which City Attorney Freeman indicated they cannot. She also requested to find a way to make the application process all online. Council Member Campbell questioned the logistics of applying for a license to which staff responded it is a work in progress.

Mayor Pro Tem Alexander invited comments from the public.

- Murray Wagman thanked the council for addressing this topic and believed it is a respectable and progressive ordinance. He questioned who will conduct the property inspections.

- Felix Bachofner clarified if you are not required to obtain a license only if you host less than 12 times per year and not more than once per month and questioned if Air BNB is going to collect the TOT.

City Attorney Freeman responded to Mr. Bachofner that this is a commercial activity and we are regulating the commercial use in an R1 zone. You can rent your place only once per month and it is not a commercial consideration. On question by the Council, the City Attorney did indicated that it will be reactionary enforcement. The Council thanked staff and everyone involved in the development of the ordinance and the involvement of the residents.

On motion by Council Member Dave Pacheco and seconded by Kayla Jones and passed by the following vote the City Council Adopted a resolution approving the Initial; Study and Negative Declaration of proposed text amendments related to short term rentals within a residential use.

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	RUBIO

On motion by Council Member Jason Campbell and seconded by Kayla Jones and passed by the following vote the City Council approved the first reading of an Ordinance to add Section 17.52.251 to the Seaside Municipal Code entitled "Short Term Rentals"

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

On motion by Council Member Dave Pacheco and seconded by Kayla Jones and passed by the following vote the City Council approved the first reading of an Ordinance to amend Chapter 3.24 of the Seaside Municipal Code to include "Short-Term Rental" as use that would be subject to the collection of Transient Occupancy Tax (TOT) the same as a hotel and add new Section 3.24.121.A that would establish fund accounts whereby TOT collection from short-term rentals would set aside to assist with affordable housing activities/projects and community and neighborhood park improvements

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

F. INTRODUCTION OF TWO ORDINANCES AMENDING CHAPTER 17 (ZONING CODE) AND CHAPTER 3 (TRANSIENT OCCUPANCY TAX) OF THE SEASIDE MUNICIPAL CODE TO ADOPT SHORT-TERM RENTAL REGULATIONS WITHIN RESIDENTIAL DWELLINGS. (FIRST READING, ROLL CALL VOTE)

Deputy City Manager Hodgson reported to the Council that all changes requested at the last meeting were incorporated including the scuba fee. Speaking to comments about modifying the CPI, she reported that any changes would have to be an ordinance change and can take place any time between now and next year if they wish to consider it.
Mayor Pro Tem Alexander invited comments from the public and had no requests to speak.

On motion by Kayla Jones and seconded by Council Member Jason Campbell and passed by the following vote the City Council Passed Resolution 18-58 adopting the 2018-19 fee schedule.

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

G. INTROUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2 ADDING 2.15 CITY COUNCIL LIAISONS AND AMENDING 2.24 UPDATING THE NAME OF THE NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION (FIRST READING-ROLL CALL VOTE)

City Clerk Milton-Rerig informed the Council of the administrative changes this action would modify in the Municipal code adding City Council Liaisons as approved as the June 7, 2018 City Council meeting as well as modifying the name of the Neighborhood Improvement Program Commission. Mayor Pro Tem Alexander invited comments from the public and had no requests to speak.

On motion by None and seconded by None and passed by the following vote the City Council approved the first reading of the draft ordinance as presented.

RESULT:	**Approved**
AYES:	Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	Rubio

11. BUSINESS ITEMS

A. APPROVE A RESOLUTION ADOPTING THE CITY OF SEASIDE DEBT POLICY
This item was continued to a future meeting.

12. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS
None.

13. ADJOURNMENT
The meeting was adjourned at 12:12 Pm.

Respectfully submitted,

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

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 5, 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 June 12, 2018 through June 22, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of June 21, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is $1,759,466.44.

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:

- $1,078,515.38 for Payroll and benefits.
- $11,135.43 to Access Monterey Peninsula for PEG fees for 3rd quarter (January - March, 2018).
- $20,981.07 to Monterey County Convention & Visitor's Bureau for April 2018 TID (Tourism Improvement District) remittance.
- $29,011.00 to Willdan Financial Services for financial analysis services for January - May, 2018.

- $51,510.07 to Pacific Gas & Electric for collective gas/electric consumption for City addresses for the 6/4/18 statement date.
- $55,920.43 to U.S. Bank - Calcard for City employees' credit card purchases for the 5/22/18 statement date.
- $10,800.00 to La Sirenita Tree Service for June, 2018 landscaping services at Broadway Ave., Lightfighter Dr., and Ord Rd.
- $14,293.75 to Harris & Associates for CIP management for April - May, 2018; SCSD lift station upgrades for May, 2018.
- $14,922.50 to Hydrometrics Water Resources for May, 2018 groundwater model update.
- $13,563.04 to Securr for (8) outdoor waste and receptacle units.
- $51,720.00 to Bear Electrical Solutions for Seaside TS- Iteris next video detection, May, 2018.
- $62,560.00 to Verde Design for Cutino Park improvements, May, 2018.
- $29,425.31 to Torti Gallas and Partners for Campus Town specific plan, March, 2018.
- $79.938.00 to Governor's Office of Emergency Services for 2 courses: Hazardous Materials Technician Module C & Module D.
- $33,863.50 to Arms Unlimited, Inc. for (30) semi-automatic 11.5" barrel rifles.

The remaining checks, totaling $201,306.96 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

ATTACHMENTS

None

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: Abdul Pridgen, Police Chief

DATE: July 5, 2018

SUBJECT: **RESOLUTION TO MODIFY THE POSITION CONTROL LIST TO ADD ONE ADDITIONAL DEPUTY POLICE CHIEF, DELETE TWO POLICE COMMANDERS AND ADD ONE POLICE OFFICER DEDICATED TO TRAFFIC OPERATIONS.**

PURPOSE & RECOMMENDATION

The purpose of this item is to approve a resolution to modify the position control list to add an additional Deputy Police Chief, delete two Police Commanders, and add one Police Officer dedicated to traffic operations. This action does not delete the Police Commander position from the classification plan.

BACKGROUND

After a comprehensive review of the Seaside Police Department programs and staffing, it has been determined that a more effective use of public safety personnel will result from a realignment of the Management Division. This reorganization includes the addition of a Deputy Police Chief and the deletion of two Commander positions from the Position Control List (the Police Commander classification will remain active on the Classification Plan). The Seaside Police Department conducted an assessment to fill a single Deputy Police Chief position. However, after considering historical norms, current opportunities, and future demands, we believe it would be advantageous to create an additional Deputy Chief position. The restructure would greatly assist the Seaside Police Department in fulfilling its mission and leveraging the talents of existing personnel to deliver quality police service.

This reorganization also includes the addition of a police officer dedicated to traffic enforcement and traffic safety campaigns. Currently, patrol officers respond to appeals for traffic enforcement throughout the City. Those requests occur in residential areas and business districts, as well as arterial roadways throughout the City. During the school year the police department typically receives multiple requests for traffic enforcement near elementary schools. As important as these requests are, patrol officers have an obligation to respond to emergency

calls for service, which can limit the amount of time they can devote to traffic safety. Traffic safety is public safety. In February of 2017, the Police Department prepared a report detailing some of Seaside's traffic challenges. The total number of injury accidents has increased by 42% since 2014, which is when the Traffic Unit was eliminated. The top three accident causes are Unsafe Start or Backing, Unsafe Turn, and Speeding. The traffic officer will focus on high accident locations, high violation areas, and traffic enforcement near elementary schools. The officer will also initiate Traffic Safety campaigns to educate drivers on the dangers of distracted driving. We believe reinstituting the Traffic Unit will improve the safety and well-being of our residents and visitors through initiatives aimed at achieving voluntary compliance.

FISCAL IMPACT

In Fiscal Year 2018/2019, assuming the Police Officer position is filled starting July 1, the net annual savings will be approximately $37,500.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

MODIFYING THE POSITION CONTROL LIST TO ADD ONE ADDITIONAL DEPUTY POLICE CHIEF, DELETE TWO POLICE COMMANDERS, AND ADD ONE POLICE OFFICER

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

WHEREAS, after considering historical norms, current opportunities, and future demands, it has been determined to be advantageous to create an additional Deputy Chief position; and

WHEREAS, the reorganization will greatly assist the Seaside Police Department in fulfilling its mission and leveraging the talents of existing personnel to deliver quality police service; and

WHEREAS, this reorganization results in the following changes to the Position Control List:

Position	**Current Allocation**	**New Allocation**
Deputy Chief	1	2
Police Commander	2	0
Police Officer	27	28

WHEREAS, the Police Commander positions will remain active on the Classification Plan; and

WHEREAS, the Finance Division is authorized to make the budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves modifying the position allocation list to reflect the reorganization of the Police Department.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of July by the following vote:

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

_____
Ralph Rubio, Mayor
City of Seaside

ATTEST:

_____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: July 5, 2018

SUBJECT: **RENEWAL OF THE ANNUAL BINGO LICENSES FOR V.F.W. POST 8679 AND MONTEREY PENINSULA AVENUE OF THE FLAGS**

PURPOSE & RECOMMENDATION

The purpose of this item is to provide the City Council an opportunity to review the 2018 annual bingo license renewal applications from the two non-profit organizations (two licenses) that conduct bingo games in the City of Seaside.

BACKGROUND

Section 5.16 of the City of Seaside Municipal Code requires that every non-profit organization that conducts bingo games in the City have a Bingo License. The process requires that an application be submitted to the City Clerk with the payment of a $52.00 fee. Each application is then reviewed by the City Council, which can issue, deny, or revoke the license. The license, if issued, is valid for a twelve-month period.

The two organizations listed above have conducted licensed Bingo games in Seaside for many years in accordance with the Municipal Code. No complaints have been filed regarding the bingo operators who are requesting license renewal. They have submitted their annual renewal applications and their $52 fee.

FISCAL IMPACT

The Bingo license fees have been included in the City's revenues. There are no costs incurrred from the approval of this item.

ATTACHMENTS

1. Bingo License Applications for Monterey Peninsula Avenue of Flags and Seaside-Monterey Memorial V.F.W. Post 8679.

Reviewed for Submission to the
City Council by:

_____

Craig Malin, City Manager

FINANCE DEPARTMENT
440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207

BINGO PERMIT APPLICATION

(pursuant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

DATE OF APPLICATION 1/31/2017

NAME OF ORGANIZATION Monterey Peninsula Avenue of Flags

BUSINESS ADDRESS 781 Prescott Ave. Monterey CA. 93940 PHONE 831-373-3648

LOCATION OF BINGO GAMES 986 Hilby Ave. Seaside. CA. 93955

NON-PROFIT ORGANIZATION? YES X NO

TAX EXEMPT CATEGORY Yes DATE RECEIVED
(If this an initial application, please attach copy of IRS Exemption Letter)

INTENDED USE OF BINGO GAME PROCEEDS Donations - Grants

OFFICERS OF THE ORGANIZATION:

NAME	TITLE	PHONE
Tommy Douglas	President	831-373-3648
Racheal Vieyra	Vice President	831-920-8155
James Bogan	Treasurer	831-393-0937

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the Stae of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE Tommy Douglas DATE 1/31/2017

PRINT NAME Tommy Douglas PHONE 831-373-3648

LICENSE FEE PAID $ 52.00 CITY RECEIPT # 00 226955

DATE PAID 2/1/17

RECEIVED
FEB 13 2017
BY:

BINGO PERMIT APPLICATION

(Pursuant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

DATE OF APPLICATION 10 FEB 17

NAME OF ORGANIZATION SEAMONT MEMORIAL POST 8679 VFW

BUSINESS ADDRESS 1996 FREMONT BLVD PHONE 831 394 7031

LOCATION OF BINGO GAMES 1996 FREMONT BLVD SEASIDE

NON-PROFIT ORGANIZATION? YES X NO

TAX EXEMPT CATEGORY 501-C3 DATE RECEIVED

(If this an initial application, please attach copy of IRS Exemption Letter)

INTENDED USE OF BINGO GAME PROCEEDS Charity

OFFICERS OF THE ORGANIZATION:

NAME	TITLE	PHONE
BENNIE COOPER	COMMANDER	394 4860
HARRY MACK	1ST VICE COMMANDER	899 1271
Ellsworth GLAZIER	QUARTERMASTER	899 1886

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE [signature] DATE 10 FEB 17

PRINT NAME Ellsworth GLAZIER PHONE 899 1886

LICENSE FEE PAID $ 52.00 CITY RECEIPT #

DATE PAID 10 FEB 17

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: July 5, 2018

SUBJECT: **APPOINTMENT OF CALIFORNIA JOINT POWERS INSURANCE AUTHORITY DIRECTOR AND ALTERNATE(S)**

PURPOSE & RECOMMENDATION

It is proposed and recommended that the City Council appoint Mayor Pro Tem Dennis Alexander to serve as a Director on the California Joint Powers Insurance Authority (CJPIA) Board of Directors and Councilmember David Pacheco and Human Resources Director Roberta Greathouse to serve as alternates.

BACKGROUND

In 2013, the City Council approved membership in the CJPIA for liability insurance coverage and in 2014 the City joined the CJPIA's workers' compensation program.

The CJPIA is a joint powers insurance authority formed in 1977 under the provision of California Government Code Section 6500. As such, it operates as a membership organization with a Board of Directors comprised of one elected official appointed by each Member Agency. Each Member Agency has one vote. The City Council is required to appoint one member and at least one alternate to the Board of Directors. In accordance with the Member Agreement, one alternate must be an officer or employee of the City.

Articles 7-9 of the Joint Powers Agreement (attached) describes the Board of Directors and their powers and duties. Mayor Rubio currently serves as the Director with Mayor Pro Tem Alexander and Deputy City Manager Daphne Hodgson serving as alternates.

FISCAL IMPACT

This item has no fiscal impact.

ATTACHMENTS

1. CJPIA Member Agreement Articles 7-9

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ARTICLE 7

BOARD OF DIRECTORS

(a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member, who shall be selected from the legislative body of that Member

(b) Each legislative body, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer or employee of the Member. The alternate shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.

(c) Each member of the Board shall have one vote.

ARTICLE 8

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors of the Authority shall have the following powers and functions:

(a) The Board shall elect from its members pursuant to Article 10 of this Agreement an Executive Committee to which it may give authority to make and implement any decisions, including those involving the administration of the Authority, except those decisions that would require an amendment of this Agreement, under Article 28 herein.

(b) The Board may review all acts of the Executive Committee, including development of the memorandum of coverage, and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of a quorum of the Board of Directors.

(c) The Board shall review, modify if necessary, and approve the annual operating budget of the Authority, prepared by the Executive Committee pursuant to Article 11 (d).

(d) The Board shall receive and review periodic accountings of all funds under Articles 17 and 18 of this Agreement.

(e) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, which the Authority may conduct under the provisions hereof and pursuant to law.

(f) The Board shall have such other powers and functions as are provided for in this Agreement.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

(a) Meetings. The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall hold at least one regular meeting annually at a time and place determined by the Executive Committee.

(b) Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Member.

(c) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those members present at a meeting shall be sufficient to constitute action by the Board.

(d) Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq.

ARTICLE 10
EXECUTIVE COMMITTEE

There shall be an Executive Committee of the Board of Directors which shall consist of nine (9) members, exclusive of any current Past President Ex Officio Executive Committee Member. Two of the members of the Executive Committee shall be the President and Vice President of the Board of Directors. The other members of the Executive Committee shall be elected by the Board of Directors at the Annual Meeting for the terms provided in the Bylaws. The President of the Authority, or the Vice President in his or her absence, shall serve as the Chairperson of the Executive Committee.

ARTICLE 11
POWERS OF THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Directors shall have the following powers:

(a) The Executive Committee shall determine and select a joint protection program for the Authority.

(b) The Executive Committee shall determine and select all necessary insurance, including excess insurance, necessary to carry out the protection program of Authority.

(c) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control and risk management consulting services.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Travis Foster, Assistant Finance director

DATE: July 5, 2018

SUBJECT: **RESOLUTION APPROVING CONTRACTS WITH RICHARDS WATSON GERSHON FOR BOND COUNSEL AND DISCLOSURE COUNSEL LEGAL SERVICES, C.M. DE CRINIS & CO., INC. FOR MUNICIPAL ADVISORY SERVICES, AND PIPER JAFFRAY & CO. FOR UNDERWRITING SERVICES FOR THE PROPOSED $10 MILLION FINANCING FOR STREET IMPROVEMENTS AND THE PROPOSED $5 MILLION FINANCING FOR CUTINO PARK IMPROVEMENTS**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to review and consider resolutions approving a contracts with Richards Watson Gershon for bond counsel and disclosure counsel legal services, C.M. de Crinis & Co., Inc. for municipal advisory services, and Piper Jaffray & Co. for underwriting services for the proposed $10 million financing for street improvements and the proposed $5 million financing for Cutino Park improvements.

BACKGROUND

On April 19, 2018, the City Council held a study session on the Pavement Management Program. Based upon the City Council direction to focus on upgrading major streets, staff has developed a list of projects for surface sealing, reconstruction, and overlay treatments based upon a $10 million financing plan using Measure X funds.

To facilitate the issuance of a financing plan as quickly as possible, staff has contacted Richards Watson Gershon (RWG) to serve as bond and disclosure counsel, C.M. de Crinis & Co., Inc. for municipal advisory services, and Piper Jaffray & Co. for underwriting services to begin the necessary work. These firms have provided this service to the City of Seaside in the past and they are able to quickly proceed based on their knowledge of the City and their years of experience serving in these capacities.

Attached are letters from each of the firms outlining the services to be provided and the fees to be charged. The fees for this service will be paid from the proceeds of the financing so there is no cost to the General Fund.

FISCAL IMPACT

The cost of the bond and disclosure counsel services, the municipal advisory services and the underwriting services will be paid from the financing proceeds.

ATTACHMENTS

1. Resolution Approving contracts for bond and disclosure counsel, municipal advisory services and underwriting services financing
2. Proposal letters

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING CONTRACTS WITH RICHARDS WATSON GERSHON TO PROVIDE BOND AND DISCLOSURE COUNSEL, C.M. DE CRINIS & CO., INC. FOR MUNICIPAL ADVISORY SERVICES, AND PIPER JAFFRAY & CO. FOR UNDERWRITING SERVICES FOR THE PROPOSED $10 MILLION FINANCING FOR STREET IMPROVEMENTS AND THE PROPOSED $5 MILLION FINANCING FOR CUTINO PARK IMPROVEMENTS

WHEREAS, the City plans to issue a $10 million financing to fund street improvements using Measure X funds; and

WHEREAS, the City plans to issue a $5 million financing to fund Cutino Park improvements; and

WHEREAS, the City must engage a qualified bond and disclosure counsel, a qualified municipal finance advisor and a qualified underwriter to perform services in connection with the financing plan; and

WHEREAS, Richards Watson Gershon, C.M. de Crinis & Co., Inc., and Piper Jaffray & Co. have provided this service to the City of Seaside on several other financings, therefore facilitating a timely financing; and

WHEREAS, the total cost for these bond services will be paid from the financing proceeds.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the contracts between the City of Seaside, and Richards Watson Gershon, C.M. de Crinis & Co., Inc., and Piper Jaffray & Co. for bond services for the street improvements and the Cutino Park financing plan.

PASSED AND ADOPTED at City Council meeting of the City of Seaside duly held on the 5h day of July 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

William L. Strausz

213.626.8484
213.626.0078
wstrausz@rwglaw.com

355 South Grand Avenue
40th Floor
Los Angeles, CA 90071-3101
rwglaw.com

May 24, 2018

VIA ELECTRONIC MAIL & U. S. MAIL

Ms. Daphne Hodgson
Deputy City Manager of Administrative Services
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: *Bond Counsel and Disclosure Counsel Fee Proposal - Measure X Road Projects*

Dear Ms. Hodgson:

This letter sets forth our proposal to provide legal services to the City of Seaside as bond counsel and disclosure counsel in connection with the issuance of bonds or other obligations by the City or a related entity for the benefit of the City.

Our services as bond counsel include a review of the proceedings for the issuance and sale, step-by-step as taken, and the preparation of all resolutions and other documents relating to the issuance and sale. We will draft the trust indenture and financing agreements, and all closing documents, including all appropriate certificates and receipts. We also provide our approving legal opinion at closing and all other services customarily provided by bond counsel.

Our services as disclosure counsel will include the preparation of the official statement, the purchase contract, and the continuing disclosure agreement. We will also provide a letter at the closing addressed to the City and the underwriter which indicates that on the basis of the information which is made available to us and without undertaking to determine independently the accuracy, completeness or fairness of that information, nothing has come to our attention which causes us to believe that the official statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Our services as bond counsel and disclosure counsel will be billed at a composite hourly rate of $275 per hour, but the total fee shall not exceed, respectively, $45,000 with respect to bond counsel services and $30,000 with respect to disclosure counsel services. In addition to our

fees, we expect to be reimbursed for our out-of-pocket expenses such as duplication and printing costs, telecommunications, messenger services, filing fees, and travel.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

We very much look forward to working with you.

Very truly yours,

William L. Strausz

Agreed and Accepted:

CITY OF SEASIDE

By: _____
Name: Craig Malin
Title: City Manager

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William L. Strausz

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213.626.0078
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355 South Grand Avenue
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Los Angeles, CA 90071-3101
rwglaw.com

June 15, 2018

VIA ELECTRONIC MAIL & U. S. MAIL

Ms. Daphne Hodgson
Deputy City Manager of Administrative Services
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Re: *Addendum to Bond Counsel and Disclosure Counsel Fee Proposal*

Dear Ms. Hodgson:

This supplements our letter of May 24, 2018, regarding the provision of legal services to the City as bond counsel and disclosure counsel in connection with the issuance of bonds or other obligations by the City or a related entity for the benefit of the City. In addition to the road improvement lease revenue bonds contemplated by our May 24 letter, we would be pleased to serve as bond counsel and disclosure counsel in connection with an issue of lease revenue bonds to finance improvements to Cutino Park.

Our services as bond counsel and disclosure counsel will be as described in our May 24 letter.

As described in our May 24 letter, our services as bond counsel and disclosure counsel will be billed at a composite hourly rate of $275 per hour. Because the proceedings for both lease revenue bond issues will proceed in roughly the same time frame and involve similar legal work, we expect to achieve certain efficiencies. Therefore, the total fee for the Cutino Park bonds shall be less and not exceed $35,000 with respect to bond counsel services and $20,000 with respect to disclosure counsel services. In addition to our fees, as described in our May 24 letter, we expect to be reimbursed for our out-of-pocket expenses such as duplication and printing costs, telecommunications, messenger services, filing fees, and travel for both issues.

If you have any questions or comments, please do not hesitate to contact me.

Again, we very much look forward to working with you.

Very truly yours,

William L. Strausz

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Municipal Advisors, Public Finance
Serving California and Hawaii

C.M. de CRINIS & CO., INC.

100 N. Brand Blvd., Suite 605
Glendale, California 91203
Tel: (818) 385-4900
E-mail: rick@cmdecrinis.com
www.cmdecrinis.com

Richard Kiss
Managing Director

May 31, 2018

Daphne Hodgson, *Deputy City Manager - Administrative Services*
City of Seaside

RE: Municipal Advisory Services Engagement Letter

Dear Ms. Hodgson:

This Engagement Letter ("Letter" or "Engagement") specifies the terms of the engagement between C.M. de Crinis & Co., Inc. ("CMdC") and City of Seaside for general municipal advisory services.

This Engagement between CMdC and City of Seaside ("Client") shall become effective as of the date of its formal acceptance or as of the date services are first provided by mutual consent as provided below.

Scope of Municipal Advisory Services to be Performed

Services will include, as needed, a review and analysis of financing options, recommendations if appropriate, assistance in assembling a financing team, developing a plan of finance, and structuring and managing the financing to completion. Our proposed scope of services is outlined as follows:

1. Analyze and review proposed funding options. Prepare Options Memo as needed.
2. Review and confirm revenue available for debt service including review of prior Audits, studies and continuing disclosure and other documents.
3. Review terms and conditions of existing Bonds. Prepare analysis outlining bonding capacity, savings and debt structuring options.
4. Assist issuer in retaining other financing team members as required. Assess benefits of competitive VS negotiated sale; make recommendation. Prepare RFPs as needed.
5. Evaluate underwriter responses if negotiated sale.

C.M. de CRINIS & CO., INC.

6. Review and evaluate debt structure options including recommended debt coverage, legal covenants and other terms; Work with staff, consultants, and council as necessary.
7. Develop final Recommended Plan of Finance as needed.
8. Prepare required Reports; Prepare other reports, materials and analysis required or requested.
9. Maintain and manage Financing Calendar.
10. Work with Bond Counsel in the drafting of required legal documents, investor disclosure documents and bond sale documents and terms.
11. Assist issuer by managing the financing process; provide updated bond market information, provide advice on market conditions.
12. Assist issuer in preparing and presenting rating and bond insurance applications, as advisable.
13. Assist the issuer in final negotiations of terms with rating agencies and insurers.
14. Advise on and coordinate bond sale activities including verifications, represent issuer in underwriter negotiations or competitive sale processes. Verify reasonableness of bond pricing and bond sale terms.
15. Assist Issuer and Bond Counsel in finalizing all bond documents and closing documents. Prepare closing memo and confirm all wiring instruction.
16. Coordinate closing of transaction.
17. Provide post-closing follow up and advice as needed.

If all the above services are not required or the scope of services is expanded or reduced CMdC will modify the Engagement Letter accordingly.

Independent Registered Municipal Advisor ("IRMA")

In acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, CMdC will, upon request, review all third-party recommendations submitted by Underwriters or other advisors.

Term and Termination of the Engagement Letter

The commencement date of the Engagement is the date of acceptance or the date services are first provided, upon mutual consent. Any extensions must be mutually agreed upon by all parties in writing. Either party may terminate the Engagement for any reason upon 15 day written notice.

Compensation and Out-of-Pocket Expenses

Compensation for the municipal advisory services to be performed for this engagement is due at time of bond closing from bond proceeds will range from $55,000 to $65,000 depending on final scope of services. In addition, out of pocket costs will be billed at 5% of the base fee. Out of state travel will be billed based on out of pocket costs incurred and will not be incurred without

C.M. de CRINIS & CO., INC.

the written approval of the Client. If the Engagement is terminated or abandoned by Client, for reasons other than CMdC's failure to perform, Client will in good faith negotiate a termination fee based on the percent of work completed not to exceed $25,000. CMdC may recommend that the Client abandon, terminate or not undertake the financing.

CMdC has a conflict of interest if compensation for municipal advisory activities to be performed is contingent on the size or closing of any transactions as to which CMdC is providing advice. No such conflict of interest exists if CMdC is paid on a non-contingent basis.

Fiduciary Duty

CMdC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, CMdC has a Fiduciary duty to Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

Duty of Care

a) exercise due care in performing its municipal advisory activities;

b) possess the degree of knowledge and expertise needed to provide Client with informed advice;

c) make a reasonable inquiry as to the facts that are relevant to Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to Client; and

d) undertake a reasonable investigation to determine that CMdC is not forming any recommendation on materially inaccurate or incomplete information; CMdC must have a reasonable basis for:

   i. any advice provided to or on behalf of Client;

   ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in Client securities; and

   iii. any information provided to Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

CMdC must deal honestly and with the utmost good faith with Client and act in Client's best interests without regard to the financial or other interests of CMdC. CMdC will eliminate or

C.M. de CRINIS & CO., INC.

provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). CMdC will not engage in municipal advisory activities with Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in Client's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Engagement, there are no actual or potential conflicts of interest that CMdC is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If CMdC becomes aware of any potential conflict of interest that arises after this disclosure, CMdC will disclose any such conflict to Client.
- The fee paid to CMdC increases the cost of debt to Client. The increased cost occurs from compensating CMdC for municipal advisory services provided.
- CMdC does not act as principal in any of the transaction(s) related to this Engagement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in, or additions to, the terms or information within this agreement and the revised writing will be promptly delivered to Client.
- CMdC does not have any affiliate that provides any advice, service, or product to, or on behalf of, the Client that is directly or indirectly related to the municipal advisory activities to be performed by CMdC;
- CMdC has not made any payments directly or indirectly to obtain or retain the Client's municipal advisory business;
- CMdC has not received any payments from third parties to enlist CMdC recommendation to Client of its services, any municipal securities transaction or any municipal finance product;
- CMdC has not engaged in any fee-splitting arrangements involving CMdC and any provider of investments or services to Client;
- CMdC has a conflict of interest if compensation for municipal advisory activities to be performed is contingent on the size or closing of any transactions as to which CMdC is providing advice. No such conflict of interest exists if CMdC is paid on a non-contingent basis;
- CMdC does not have any other engagements or relationships that might impair CMdC's ability either to render unbiased and competent advice to, or on behalf of, Client or to fulfill its fiduciary duty to the Client as applicable; and

C.M. de CRINIS & CO., INC.

Legal Events and Disciplinary History

CMdC does not have any legal events or disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Client may electronically access CMdC's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html
Please use 0001613831 in the fast search section.

Recommendations

If CMdC makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by CMdC and is within the scope of the Engagement, CMdC will determine, based on the information obtained through reasonable diligence of CMdC, whether a municipal securities transaction or municipal financial product is suitable for Client. In addition, CMdC will, as appropriate or required, inform Client of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which CMdC reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for Client; and
- whether CMdC has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If Client elects a course of action that is independent of, or contrary to, the advice provided by CMdC, CMdC is not required on that basis to disengage from Client.

Records Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, CMdC is required to maintain, in writing, all communication and created documents between CMdC and Client for 5 years.

If there are any questions regarding the above, please do not hesitate to contact CMdC. If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this letter and returning one copy. We look forward to working with you!

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain

C.M. de CRINIS & CO., INC.

written information to their municipal entity and obligated person clients which include the following:

- CMdC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org. Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Sincerely,

Richard Kiss, *Managing Director*

Acknowledged and Accepted by;

~~Daphne Hodgson, *Deputy City Manager - Administrative Services*~~

Craig Malin, City Manager

Municipal Advisors, Public Finance
Serving California and Hawaii

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www.cmdecrinis.com

Richard Kiss
Managing Director

June 27, 2018

Daphne Hodgson, *Deputy City Manager - Administrative Services*
City of Seaside

RE: Addendum to Municipal Advisory Engagement Letter Dated May 31, 2018

Dear Ms. Hodgson:

This supplements our letter on May 31, 2018, regarding the provision of municipal advisory services to the City, as Municipal Advisors in connection with the issuance of bonds or other obligations by the City or a related entity for the benefit of the City. In addition to the road improvement lease revenue bonds contemplated by our May 31 letter, we would be pleased to serve as Municipal Advisor in connection with an issue of lease revenue bonds to finance improvements to Cutino Park.

Our services as Municipal Advisor for the Cutino Park project will be as described in our May 31 letter. All aspects of our fee quote are identical except that we would anticipate that the final fee would range between $48,000 to $52,000 again depending on final scope of services.

We look forward to working with you and the City and the rest of the financing team.

Sincerely,

Richard Kiss, *Managing Director*

Acknowledged and Accepted by;

~~Daphne Hodgson, *Deputy City Manager - Administrative Services*~~
Craig Malin, City Manager

PiperJaffray.

50 California Street, Suite 3100, San Francisco, CA 94111
P (800) 214-0540 F (415) 616-1620
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

June 18, 2018

Daphne Hodgson
Administrative Services Director
City of Seaside
Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

Re: Engagement Letter
City of Seaside
Lease Revenue Bonds, Series 2018 (the "Bonds")
Road Improvement Project (Measure X)

Dear Ms. Hodgson,

On behalf of Piper Jaffray & Co. ("us" or "Piper Jaffray"), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Jaffray as an underwriter respecting the Bonds, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Jaffray as an underwriter respecting the Bonds, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Bonds and the terms of a bond purchase or similar agreement. This engagement does not restrict you from using other underwriters respecting the Bonds or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Jaffray.

As an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Bonds. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received Appendices A and B and that this engagement is approved. Accordingly, **please email a signed copy of this letter to me at the address set forth on the following page.** If you have any questions or concerns about anything in this letter, please do not hesitate to contact me.

Thank you.

PiperJaffray.

Sincerely,

Ralph Holmes
Managing Director
Piper Jaffray & Co.
50 California Street, Suite 3100
San Francisco, CA 94111
ralph.j.holmes@pjc.com

Acknowledgement of Approval of Engagement
and Receipt of Appendices A & B Disclosures

~~Daphne Hodgson~~ Craig Malin
~~Administrative Services Director~~ City Manager
City of Seaside

Date: 6/27/18

cc: Rick Kiss, C.M. de Crinis & Co, Inc.

is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General fund obligations require that debt service be appropriated by your governing body on an annual basis. If your governing body decides not to appropriate payments for debt service, you will be in violation of your bond covenants and your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance. In addition, the trustee (on behalf of the bondholders) will pursue all remedies available by law including repossession of any leased assets.

For all Fixed Rate Bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer Fixed Rate Bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

Redemption/prepayment Risk
Your ability to redeem/prepay the Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption/prepayment provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk
If your financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those Fixed Rate Bonds when required. Further, limitations in the federal tax rules on advance refunding of Fixed Rate Bonds (an advance refunding of Fixed Rate Bonds occurs when tax-exempt Fixed Rate Bonds are refunded more than 90 days prior to the date on which those Fixed Rate Bonds may be retired) may restrict your ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

Reinvestment Risk
You may have proceeds of the Fixed Rate Bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the Fixed Rate Bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk
The issuance of tax-exempt Fixed Rate Bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt Fixed Rate Bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt Fixed Rate Bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the Fixed Rate Bonds, which may result in an increase in the interest rate that you pay on the Fixed Rate Bonds or the mandatory redemption/prepayment of the Fixed Rate Bonds. The IRS also may audit you or your Fixed Rate Bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you are subject to audit, the market price of your Fixed Rate Bonds may be adversely affected. Further, your ability to issue other tax-exempt Fixed Rate Bonds also may be limited.

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Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds and fixed rate municipal certificates of participation ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption and Prepayment. Fixed Rate Bonds may be subject to optional redemption/prepayment, which allows you, at your option, to redeem/prepay some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption/prepayment only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption/prepayment price set forth in the Fixed Rate Bonds, which may include a redemption/prepayment premium. You will be required to send out a notice of optional redemption/prepayment to the holders of the Fixed Rate Bonds, usually not less than 30 days prior to the redemption/prepayment date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption/prepayment, which requires you to redeem/prepay specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption/prepayment price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed/prepaid.

Security

General Fund Obligations
"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a tax levy like a special tax or general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations are a continuing obligation of the general fund. Often general fund obligations are issued in the form of lease revenue bonds or certificates of participation in a lease obligation of the issuer.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Risk of Default and Fiscal Stress
You may be in default if the funds pledged to secure your Fixed Rate Bonds are not sufficient to pay debt service on the Fixed Rate Bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the Fixed Rate Bonds.

Fixed Rate Bonds payable from the general fund, particularly Fixed Rate Bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund

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Conflicts of Interest:
We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Risk Disclosures:
In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

PiperJaffray.

Appendix A – G-17 Disclosure

We are writing to provide you with certain disclosures relating to the Bonds, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter and other matters relating to an underwriting of the Bonds.

Piper Jaffray intends to serve as an underwriter respecting the Bonds and not as a financial advisor or municipal advisor. As part of our services as an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting.

Piper Jaffray has been engaged to act as your underwriter in a negotiated underwriting, and by engaging Piper Jaffray as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Jaffray did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

Our Role as Underwriter:
In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;

(iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.[1]

Our Compensation:
The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

PiperJaffray.

50 California Street, Suite 3100, San Francisco, CA 94111
P (800) 214-0540 F (415) 616-1620
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

June 18, 2018

Daphne Hodgson
Administrative Services Director
City of Seaside
Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

Re: Engagement Letter
City of Seaside
Lease Revenue Bonds, Series 2018 (the "Bonds")
Cutino Park Improvement Project

Dear Ms. Hodgson,

On behalf of Piper Jaffray & Co. ("us" or "Piper Jaffray"), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Jaffray as an underwriter respecting the Bonds, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Jaffray as an underwriter respecting the Bonds, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Bonds and the terms of a bond purchase or similar agreement. This engagement does not restrict you from using other underwriters respecting the Bonds or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Jaffray.

As an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Bonds. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received Appendices A and B and that this engagement is approved. Accordingly, please email a signed copy of this letter to me at the address set forth on the following page. If you have any questions or concerns about anything in this letter, please do not hesitate to contact me.

Thank you.

PiperJaffray.

Sincerely,

Ralph Holmes
Managing Director
Piper Jaffray & Co.
50 California Street, Suite 3100
San Francisco, CA 94111
ralph.j.holmes@pjc.com

Acknowledgement of Approval of Engagement
and Receipt of Appendices A & B Disclosures

~~Daphne Hodgson~~ Craig Malin
~~Administrative Services Director~~ City Manager
City of Seaside

Date: 6/27/18

cc: Rick Kiss, C.M. de Crinis & Co, Inc.

PiperJaffray

Appendix A – G-17 Disclosure

We are writing to provide you with certain disclosures relating to the Bonds, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter and other matters relating to an underwriting of the Bonds.

Piper Jaffray intends to serve as an underwriter respecting the Bonds and not as a financial advisor or municipal advisor. As part of our services as an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting.

Piper Jaffray has been engaged to act as your underwriter in a negotiated underwriting, and by engaging Piper Jaffray as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Jaffray did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

Our Role as Underwriter:
In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;

(iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.[1]

Our Compensation:
The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

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Conflicts of Interest:
We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Risk Disclosures:
In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

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Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds and fixed rate municipal certificates of participation ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption and Prepayment. Fixed Rate Bonds may be subject to optional redemption/prepayment, which allows you, at your option, to redeem/prepay some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption/prepayment only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption/prepayment price set forth in the Fixed Rate Bonds, which may include a redemption/prepayment premium. You will be required to send out a notice of optional redemption/prepayment to the holders of the Fixed Rate Bonds, usually not less than 30 days prior to the redemption/prepayment date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption/prepayment, which requires you to redeem/prepay specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption/prepayment price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed/prepaid.

Security

General Fund Obligations
"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a tax levy like a special tax or general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations are a continuing obligation of the general fund. Often general fund obligations are issued in the form of lease revenue bonds or certificates of participation in a lease obligation of the issuer.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Risk of Default and Fiscal Stress
You may be in default if the funds pledged to secure your Fixed Rate Bonds are not sufficient to pay debt service on the Fixed Rate Bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the Fixed Rate Bonds.

Fixed Rate Bonds payable from the general fund, particularly Fixed Rate Bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund

is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General fund obligations require that debt service be appropriated by your governing body on an annual basis. If your governing body decides not to appropriate payments for debt service, you will be in violation of your bond covenants and your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance. In addition, the trustee (on behalf of the bondholders) will pursue all remedies available by law including repossession of any leased assets.

For all Fixed Rate Bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer Fixed Rate Bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

Redemption/prepayment Risk
Your ability to redeem/prepay the Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption/prepayment provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk
If your financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those Fixed Rate Bonds when required. Further, limitations in the federal tax rules on advance refunding of Fixed Rate Bonds (an advance refunding of Fixed Rate Bonds occurs when tax-exempt Fixed Rate Bonds are refunded more than 90 days prior to the date on which those Fixed Rate Bonds may be retired) may restrict your ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

Reinvestment Risk
You may have proceeds of the Fixed Rate Bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the Fixed Rate Bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk
The issuance of tax-exempt Fixed Rate Bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt Fixed Rate Bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt Fixed Rate Bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the Fixed Rate Bonds, which may result in an increase in the interest rate that you pay on the Fixed Rate Bonds or the mandatory redemption/prepayment of the Fixed Rate Bonds. The IRS also may audit you or your Fixed Rate Bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you are subject to audit, the market price of your Fixed Rate Bonds may be adversely affected. Further, your ability to issue other tax-exempt Fixed Rate Bonds also may be limited.

PiperJaffray

50 California Street, Suite 3100, San Francisco, CA 94111
P (800) 214-0540 F (415) 616-1620
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

June 18, 2018

Daphne Hodgson
Administrative Services Director
City of Seaside
Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

Re: Fee Proposal
City of Seaside
Lease Revenue Bonds, Series 2018 (the "Bonds")
Cutino Park Improvement Project
Measure X Road Improvement Project

Dear Ms. Hodgson:

On behalf of Piper Jaffray & Co. ("Piper Jaffray"), I am pleased to submit our proposal to the City of Seaside to serve as sole underwriter on its 2018 Measure X Road Improvement Project and Cutino Park Improvement Project (the "Projects"). We very much look forward to working with the City and its financing team on these financings. We believe Piper's strengths provide significant advantages to the City, which include the following:

- **Leading California Firm** – Piper Jaffray's California Public Finance group maintains a strong presence throughout the State with four offices in key regions as well as a dedicated underwriting and trading desk in San Francisco where all of our California transactions are priced. Since 2013, Piper Jaffray has senior managed 487 long-term negotiated transactions worth approximately $12.6 billion for California issuers making our firm the ***Number Two*** ranked underwriter of municipal bonds in the State and demonstrating the Firm's commitment to, experience and expertise in public finance. Additionally, over the same time period, Piper Jaffray was the ***Number Two*** underwriter of taxable negotiated transactions, having senior-managed 61 issues worth approximately $1.1 billion in par.

- **Piper Jaffray is One of the Leading Underwriters of General Fund COP/Lease Revenue Issues** – Since 2013, Piper Jaffray senior managed 189 COP/lease revenue transactions worth over $2.41 billion, positioning our firm as the ***Number Two*** ranked underwriter of negotiated lease revenue bond/COP issues (by number of issues) nationally. During the same time frame, Piper Jaffray was the senior manager for 31 COP/lease revenue financings worth $406.6 million for California issuers.

- **Comprehensive Municipal Bond Distribution Capabilities** – Piper Jaffray has an extensive regional municipal sales force throughout the U.S. that is structured to reach not only the large Tier I institutions but also regional institutional accounts (Tiers II and III) and retail investors. With absolute rates near historic lows, individual retail accounts have not been driving price on municipal transactions due to their ambivalence with current market yields; in contrast, professional money managers and smaller to mid-size institutional accounts (Tier II and III) have been extremely active, with significant cash to invest. Additionally, and of particular importance for the City, is Piper's ability to get significant participation from California municipalities on our taxable transactions – particularly in the first five years of the yield curve.

Based on the highlights above, we feel Piper Jaffray is best positioned to serve the City as Underwriter and to meet the City's objectives for these financings.

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Proposed Fee

Assuming two separate transactions, of $11 million for the Measure X financing and $6 million for the Cutino Park financing, we would expect our underwriter's discount to be between $4 per $1,000, and $6 per $1,000 in bonds. This fee includes all of Piper Jaffray's costs but assumes that underwriter's counsel would be paid from costs of issuance. For underwriter's counsel, we would have Russ Trice at Norton Rose Fulbright represent Piper Jaffray. Their fees will be $10,000 per transaction.

Please let me know if you have any questions regarding our proposed fees.

Sincerely,

Ralph Holmes
Managing Director
Piper Jaffray & Co.
50 California Street, Suite 3100
San Francisco, CA 94111
ralph.j.holmes@pjc.com

cc: Rick Kiss, C.M. de Crinis & Co, Inc.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: July 5, 2018

SUBJECT: **AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES AGENCY, ESO SOLUTIONS AND THE CITY OF SEASIDE FOR ELECTRONIC EMERGENCY MEDICAL SERVICES DATA COLLECTION AND REPORTING TO THE STATE.**

PURPOSE & RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into agreement with the County of Monterey Emergency Medical Services Agency, ESO Solutions (software provider) and the City of Seaside for electronic emergency medical services data collection and reporting to the State of California.

BACKGROUND

On September 30, 2015, the Governor approved Assembly Bill 1129. This bill revised California Health and Safety Code, Section 1797.227, which sets standards for documenting EMS patient encounters and participating in a local EMS data system. This section states:

1797.227. (a) An emergency medical care provider shall do both of the following when collecting and submitting data to a local EMS agency:
(1) Use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency.
(2) Ensure that the electronic health record system can be integrated with the local EMS agency's data system, so that the local EMS agency may collect data from the provider.
(b) A local EMS agency shall not mandate that a provider use a specific electronic health record system to collect and share data with the local EMS agency.
(c) This section does not modify or affect a written contract or agreement executed before January 1, 2016, between a local EMS agency and an emergency medical care provider.

In February 2016, to comply with state law and to improve system-wide quality improvement, the Monterey County EMS Agency began a collaborative process to select a single county-wide electronic patient care reporting (ePCR) system. That process included establishing a workgroup consisting of EMS system stakeholders, which jointly developed a project charter, developed a Request for Proposal (RFP), and selected a review panel consisting of workgroup members.

The EMS Agency and County negotiated a master agreement with ESO Solutions, which was approved by the Monterey County Board of Supervisors on April 18, 2017. On May 16, 2017, the EMS Agency, ESO Solutions, and the data workgroup met to begin planning the implementation of the data system, which will include interfacing systems, developing policies and procedures, and providing user training.

As noted above, California Health and Safety Code, Section 1797.227 requires every prehospital provider use an ePCR system that exports data in a format that can be integrated with the local EMS agency's data system, so the local EMS agency may collect data and analyze data from the provider.

The EMS Agency recognizes that this new state law may create financial difficulty for some providers. Therefore, to offset these expenses and to encourage EMS providers to participate in the county-wide EMS Data System, the EMS Agency has committed to pay the initial and continuing costs of ESO software, licensing, and database integration with communication centers, hospital systems, and health information exchanges for those organizations that become part of the EMS Agency-provided ESO-based ePCR/data system. While we cannot commit to pay these costs in perpetuity, we will continue to pay them as long as possible, based on the needs of the EMS System, and available CSA-74 funding. This CSA-74 allocation for the ePCR system is in addition to those monies your organization may currently receive from the CSA-74 fund.

RISK MANAGEMENT REVIEW

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

FISCAL IMPACT

There is no fiscal impact for the foreseeable future as the EMS Agency will be covering the costs of the program; the agreements may be terminated with 180 days' notice.

ATTACHMENTS

1. Resolution
2. EMS Agency Data Sharing Agreement 1
3. EMS Agency Data Sharing Agreement 2

4. EMS Agency Letter
5. EPCR Project Charter Document

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES AGENCY, ESO SOLUTIONS AND THE CITY OF SEASIDE FOR ELECTRONIC EMERGENCY MEDICAL SERVICES DATA COLLECTION AND REPORTING TO THE STATE.

WHEREAS, On September 30, 2015, the Governor approved Assembly Bill 1129. This bill revised California Health and Safety Code, Section 1797.227, which sets standards for documenting EMS patient encounters and participating in a local EMS data system; and,

WHEREAS, In February 2016, to comply with state law and to improve system-wide quality improvement, the Monterey County EMS Agency began a collaborative process to select a single county-wide electronic patient care reporting (ePCR) system; and,

WHEREAS, The EMS Agency and County negotiated a master agreement with ESO Solutions, which was approved by the Monterey County Board of Supervisors on April 18, 2017; and,

WHEREAS, California Health and Safety Code, Section 1797.227 requires every prehospital provider use an ePCR system that exports data in a format that can be integrated with the local EMS agency's data system, so the local EMS agency may collect data and analyze data from the provider; and,

WHEREAS, the EMS Agency has committed to pay the initial and continuing costs of ESO software, licensing, and database integration with communication centers, hospital systems, and health information exchanges for those organizations that become part of the EMS Agency-provided ESO-based ePCR/data system.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to sign an agreement between County of Monterey Emergency Medical Services Agency, ESO Solutions and the City of Seaside for electronic emergency medical services data collection and reporting to the State.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of July, 2018, by the following vote:

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

_____
Ralph Rubio, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

County of Monterey Emergency Services Agency Agreement with EMS Providers for QA/QI Oversight and Data Collection/Aggregation

This Agreement ("Agreement"), effective _____, 2018, is made by and between the County of Monterey, Department of Health, Emergency Services Agency ("EMS Agency") and _____, a HIPAA covered entity ("CE").

1. Recitals

1.1. CE provides emergency medical services in the community, and EMS Agency, under this Agreement, will assist CE in conducting quality assurance and quality improvement ("QA/QI") activities in its efforts to continuously improve and assure quality care for CE's patients. Additionally, this agreement will permit EMS Agency to collect, de-identify, and aggregate data on behalf of CE so that data may be reported, combined with, and/or compared to other de-identified aggregate data from emergency service providers elsewhere in the County, region, state and nation. ESO Solutions, Inc. will assist in the collection of data from CE necessary for EMS Agency to perform its activities under this agreement.

1.2. EMS Agency will need to use and access protected health information ("PHI") from CE in order to fulfill its obligations under this Agreement and is therefore acting as a HIPAA business associate ("BA") while performing QA/QI activities on behalf of CE, and when de-identifying PHI and aggregating data on behalf of CE. This Agreement therefore also addresses the responsibilities and obligations of EMS Agency while acting in its role as a BA for CE.

1.3. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

1.4. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into an Agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

1.5. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

2. Definitions

2.1. Breach shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].

2.2. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

2.3. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

2.4. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

2.5. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

2.6. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

2.7. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

2.8. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

2.9. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

2.10. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

2.11. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information described in 45 C.F.R. Sections 160.103, 164.501.

2.12. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

2.13. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

2.14. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

2.15. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

3. <u>Obligations of Business Associate</u>

3.1. Permitted Uses. BA shall use Protected Information only for the purpose of performing BA's obligations under the Agreement and as permitted or required under the Agreement or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (a) for the proper management and administration of BA; (b) to carry out the legal

responsibilities of BA; (c) as required by law; or (d) for Data Aggregation purposes relating to the Health Care Operations of CE (45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)). This may include: use and access to PHI in order to perform agreed upon QA/QI activities, specific projects, and individual review of PHI as necessary to identify and resolve patient safety concerns or issues as requested by CE in writing; and/or to collect and de-identify data for agreed upon aggregate reporting and/or submission to local, state, and federal data bases for comparison with other submitted de-identified aggregate data from other providers, as requested by CE, or when recommended by BA and agreed upon by CE. The process and protocol for requesting, recommending, and agreeing upon data collection methodology, use, and access shall be agreed upon by CE and BA prior to said access, use, collection, de-identification or aggregation. All parties shall comply with HIPPA and other state laws, and as agreed upon by CE and BA.

3.2. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations under this Agreement and as permitted or required under the Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. BA may disclose Protected Information as necessary (a) for the proper management and administration of BA; (b) to carry out the legal responsibilities of BA; (c) as required by law; or (d) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with **Paragraph 3.10** of the Agreement, to the extent it has obtained knowledge of such occurrences (42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)).

3.3. Prohibited Uses and Disclosures. BA shall not use or disclose PHI other than as permitted or required by this Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates (42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)).

3.4. Appropriate Safeguards. BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by this Agreement including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 (42 U.S.C. Section 17931).

3.5. Business Associate's Agents and Subcontractors. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph **4** above with respect to Electronic PHI (45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)). BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

3.6. Accounting of Disclosures. Within ten (10) days of a request by CE for an accounting of disclosures of Protected Information, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (a) the date of disclosure; (b) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (c) a brief description of Protected Information disclosed; and (d) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

3.7. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA (945 C.F.R. Section 164.504(e) (2)(ii)(I)). BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

3.8. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. (42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)). BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

3.9. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

3.10. Notification of Possible Breach. BA shall notify CE within seventy-two (72) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by this Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (a) prompt corrective action to cure any deficiencies and (b) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws (42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)).

3.11. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BA knows of a pattern of

activity or practice of a subcontractor or agent that constitutes a material breach or violation of the BA's or subcontractor or agent's obligations under this Agreement or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate any agreement or other arrangement they have with agent or subcontractor if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under any agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3.12. Audits, Inspection and Enforcement. Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement or maintains adequate security safeguards; provided, however, that (a) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (b) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (c) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (a) failure to detect or (b) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Agreement. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

4. Additional Terms.

4.1. Process and Protocol. The process and protocol for requesting, recommending, and agreeing upon data collection methodology, use and access shall be agreed upon by CE and BA as provided in section 3.1.

5. Termination

5.1. Material Breach. A breach by BA of any provision of this Agreement as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding (45 C.F.R. Section 164.504(e)(2)(iii)).

5.2. Judicial or Administrative Proceedings. CE may terminate this Agreement, effective immediately, if (a) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

5.3. Effect of Termination. Upon termination of this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Agreement to such information, and limit further use and disclosure of such PHI to

those purposes that make the return or destruction of the information infeasible (45 C.F.R. Section 164.504(e)(ii)(2)(J)). If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. The obligations of BA under this section shall survive the termination of this agreement.

6. Indemnification

6.1 BA shall indemnify, defend, and hold harmless CE and its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by BA and/or its agents, employees or subcontractors, excepting any loss, injury or damage caused by the negligence or willful misconduct of CE or its agents or employees.

7. Disclaimer.

7.1. CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

8. Amendment to Comply with Law.

8.1. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI.

8.2. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in force and effect.

8.3. CE may terminate the Agreement upon thirty (30) days written notice in the event (a) BA does not promptly enter into negotiations to amend the Agreement or Addendum when requested by CE pursuant to this section or (b) BA does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

9. Litigation or Proceedings.

9.1. BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under this Agreement available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

10. No Third-Party Beneficiaries.

10.1. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. Interpretation.

11.1. The provisions of this Agreement shall prevail over any provisions in any other Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

11.2. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
by: _____	by: _____
Signature	Signature
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

County of Monterey, Department of Health, Emergency Medical Services Agency Agreement with ESO and Providers – Reporting to the California Emergency Medical Services Authority

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Monterey County, Emergency Medical Services Agency (hereinafter, "EMS Agency"), and ESO Solutions Inc. (ESO), and the following: Aromas Tri-County Fire Protection District, City of Salinas, Cachagua Fire Protection District, City of Soledad, Fort Hunter Liggett Fire Department, South Monterey County Fire Protection District, Gonzalez Rural Fire Protection District, Big Sur Volunteer Fire Brigade, Greenfield Fire Protection District, Mid Coast Fire Brigade, City of Marina, Pebble Beach Community Services District, City of Seaside, Carmel Highlands Fire Protection District, City of Monterey, Presidio of Monterey Fire Department, Monterey County Regional Fire Protection District, Cypress Fire Protection District, North County Fire Protection District, City of Carmel, American Medical Response (hereinafter "Providers") and all together, known collectively, (the County, ESO and Providers) are referred to as the "Parties."

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED**; The Providers and EMS Agency each have signed, executed, and will maintain agreements with ESO for data storage, use and culling of the data which will then be provided to EMS Agency to assist Providers in meeting their reporting requirements to the California EMS Authority. ESO will take the information in each provider's data and cull information related to reportable areas. The EMS Agency will then be given access to this culled reportable information from each Provider, for the purpose of reporting to the California EMS Authority. EMS Agency may also use this information to create de-identified aggregate reports about specific areas under their authority.

   Providers agree to place the National Emergency Medical Services Information System (NEMSIS) data elements, any other information authorized to be collected by the California EMS Authority, and/or the EMS Agency, in the ESO system.

   Since some of the information given by Providers to ESO contains more than is minimally necessary for the purpose of reporting to the state, ESO will, through their software programs, cull the information and documents for reportable information. Then EMS Agency will have access to that culled information to prepare reports to the state and for other de-identified aggregate reports under their authority.

2. **TERM OF AGREEMENT**; the term of this Agreement is from the date that all parties have signed the agreement, with the Director of Health and EMS Director signing after the County of Monterey Board of Supervisors approval to execute the agreement. The agreement will continue until March 30, 2020 to coincide with the County of Monterey's (EMS Agency) agreement with ESO. If and when that agreement is amended, this agreement may also be amended in writing and signed by all Parties. EMS Agency may not commence work or access information of Providers before the Director of Health and EMS Director sign this Agreement, after Board approval.

   EMS Agency reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a six-month written notice, or with cause immediately.

3. **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS**

   Exhibit A: Provider's agreement with ESO.

4. EMS AUTHORITY TO COLLECT INFORMATION AND REPORT TO THE STATE AND CREATE AGGREGATE DATA REPORTS FOR VARIOUS PURPOSES:

4.1 Pursuant to California Health and Safety Code Section, 1797.227, Providers shall do both of the following when collecting and submitting data to a local EMS Agency:

(1) Use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency.

(2) Ensure that the electronic health record system can be integrated with the local EMS agency's data system, so that the local EMS agency may collect data from the provider.

Providers comply with California Health and Safety Code Section 1797. 227 when they use the ESO system and by this Agreement, allow ESO to extract reportable data and submit it to the EMS Agency for use in the required reports to the state.

4.2 Disclosure of confidential medical data from Providers to the EMS Agency pursuant to this Agreement is permitted by state law (Civil Code 56.10) and by the Health Insurance Portability and Accountability Act (HIPAA) (45 C.F.R. 164.512(d)). HIPAA permits a covered entity (or Business Associate) to disclose protected health information to a health oversight agency, such as EMS~~,~~ for oversight activities authorized by law, including mandated reporting by Providers where reporting is necessary for determining compliance with program standards.

4.3 The State of California created a state-level Emergency Medical Services Authority with responsibility to utilize regional and local information to assess each EMS area, or the system service area, for the purpose of determining the need for additional emergency medical services, coordination of emergency medical services, and the effectiveness of emergency medical services. (Health & Safety Code section 1797.102).

Providers may collect and submit reportable data to a local EMS agency that can then submit it to the State. California Health and Safety Code Section 1797.227, requires Providers to do the following when submitting data to the local EMS agency:

(1) Use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency.

(2) Ensure that the electronic health record system can be integrated with the local EMS agency's data system, so that the local EMS agency may collect data from the provider.

Providers will be compliant with this section when they use the ESO system and by this Agreement, allow ESO to extract reportable data and submit it to EMS for use in the required reports to the state.

4.4 Health and Safety Code section 1797.202, discusses Emergency Medical Services and Local EMS agencies and states:

(a) Every local EMS agency shall have a full- or part-time licensed physician and surgeon as medical director, who has substantial experience in the practice of emergency medicine, as designated by the county or by the joint powers agreement, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system. The authority director may waive the requirement that the medical director have substantial experience in the practice of emergency medicine if the requirement places an undue hardship on the county or counties.

(b) The medical director of the local EMS agency may appoint one or more physicians and surgeons as assistant medical directors to assist the medical director with the discharge of the duties of medical director or to assume those duties during any time that the medical director is unable to carry out those duties as the medical director deems necessary.

(c) The medical director may assign to administrative staff of the local EMS agency for completion under the supervision of the medical director, any administrative functions of his or her duties which do not require his or her professional judgment as medical director.

Health and Safety Code section 1797.204 discusses local planning, implementation and evaluation:

The local EMS agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures.

Monterey County EMS complies with both of these sections of the Health & Safety Code. ESO is allowed to receive the information from each of the Providers and then cull the required reportable information from each Provider's information and give access to the culled data to EMS for the purpose of reporting to the state and creating de-identified reports of aggregate data. EMS agrees not to disseminate any information from individual Providers that is not de-identified information or in aggregate data formats. EMS also agrees not to disseminate any Provider's individual information from their ESO accounts.

5. PAYMENT CONDITIONS:

5.1 The EMS Agency shall pay the Provider's pro-rata share of cost for those components of the EMS Data System (ESO Solutions, Inc) that are necessary for that Provider to comply with California Health and Safety Code, Section 1797.227 and EMS Agency Policies and Procedures, as long as the Provider complies with this Agreement and all EMS Agency Policies and Procedures, and the Provider does not have an alternate source of revenue to pay their pro-rata share of cost. EMS Agency may re-evaluate fiscal responsibility as deemed necessary.

5.2 Notwithstanding Section 2.1, the EMS Agency may stop paying the Provider's pro-rata share of cost for those components of the EMS Data System that are necessary for that Participant Provider to comply with California Health and Safety Code, Section 1797.227 and EMS Agency Policies and Procedures, if the Provider develops an alternate revenue source or if and when the EMS Agency, in its sole discretion, determines it no longer has adequate funding to continue to pay the Provider's pro-rata share of cost of the EMS Data System or until such time the agreement is terminated according to any of the provisions of Section 6.

5.3 The EMS Agency will provide Providers with at least 180 days' notice of any adjustments in the amount of funding it pays ESO for the benefit of Providers.

5.4 ESO agrees to send invoices for payments of their services directly to the EMS Agency. The invoice shall set forth the amounts claimed by ESO for the period. The Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as EMS approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. The EMS Agency shall identify pro-rata cost for each Provider, based on pro-rata share of call volume.

6. TERMINATION:

6.1 During the term of this Agreement, Providers may not terminate the Agreement for any reason before the first reporting period to the State of California. Thereafter, Providers may terminate the Agreement by giving written notice of termination to the EMS Agency, no less than 6 months before the end of the current reporting period to the State of CA. All information provided by that Provider, up to that point, can continue to be used by EMS in any deidentified reports. Any information provided by that Provider for an incomplete year will not be reported to the State of CA by EMS and is the responsibility of the Provider to report to the state for that year and any future years. All notices to terminate shall set forth the effective date of termination which shall be at least six months before the final date to report to the State.

6.2 During the term of this Agreement, the EMS Agency may terminate the Agreement as to any individual Provider listed in the Agreement, for any reason by giving written notice of termination to that Provider at least one hundred and eighty (180) days prior to the effective date of termination. Such notice shall set forth the effective date of termination.

6.3 The EMS Agency may cancel and terminate this Agreement for good cause effective immediately upon written notice to any individual Provider. "Good cause" includes the failure of the individual Provider to perform the required services at the time and in the manner provided under this Agreement or failure to comply with federal, state or local statute, regulation or ordinance, and EMS Agency Policies and Procedures.

7. INDEMNIFICATION:

7.1 Providers shall indemnify, defend, and hold harmless the EMS Agency and the County of Monterey, its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Provider and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the EMS Agency or the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the EMS Agency and the County. The Providers shall reimburse the EMS Agency and the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Providers are obligated to indemnify, defend and hold harmless the EMS Agency and the County under this Agreement.

7.2 The EMS Agency and the County of Monterey shall indemnify, defend, and hold harmless Providers, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the EMS Agency or the County and/or its agents, members, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by Providers. The EMS Agency and the County shall reimburse Providers for all liabilities incurred by Providers with respect to any litigation in which the EMS Agency and the County is obligated to indemnify, defend and hold harmless Providers under this Agreement.

8. RECORDS AND CONFIDENTIALITY:

8.1 Compliance with Policies and Procedures. The EMS Agency and each Provider shall comply with the standards for privacy and security of patient health information, including without limitation, protected health information described by HIPAA and medical information described in the CMIA and HITECH.

8.2 Access to Patient Data. The EMS Agency shall permit access to data received from ESO only as necessary to perform aggregation, data review, quality assurance, and de-identification activities.

8.3 De-Identified Data. The EMS Agency may aggregate and de-identity or provide for the aggregation and de-identification of Data received from ESO and may use such data for the activities of EMS Agency or as otherwise permitted by law.

8.4 Other Activities. Data received by the EMS Agency will not be used in any other capacity. This agreement shall be amended in writing and with the agreement of all Parties, and only in accordance with the law, if data is desired to be used outside of the scope of this Agreement.

8.5 Unauthorized Access: Lost or Corrupt Data. The EMS Agency is not responsible for unauthorized access to the Provider's computer systems or equipment by individuals or entities using the System for unauthorized access to, or alteration, theft, or destruction of the Providers data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method. The Provider is solely responsible for validating the accuracy of all information and reports that a Provider places into their ESO account. The Providers are responsible for their own data and protecting their own programs from loss by implementing appropriate security measures, including routine backup procedures

The Providers are not responsible for unauthorized access to the EMS Agency's computer systems or equipment by individuals or entities using the System for unauthorized access to, or alteration, theft, or destruction of the EMS Agency's data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method. The EMS Agency is solely responsible for validating the accuracy of all information and reports that the EMS Agency places into their ESO account. The EMS Agency is responsible for their own data and protecting their own programs from loss by implementing appropriate security measures, including routine backup procedures.
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8.6 Confidentiality: All parties shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. All parties shall not disclose any confidential records or other confidential information in connection with the performance of this Agreement, unless a party specifically permits the disclosure of such records or information in accordance with the law.

8.7 Response to Subpoenas: Provider shall be responsible for responding to any subpoenas for their own records or other legal orders compelling release of their patient care record. The EMS Agency shall refer all requests or legal orders for patient care records that it receives to the Provider(s) who created the record. Provider shall respond to these requests or orders consistent with applicable law. Any other subpoenas requesting information or records related to any EMS agency culled data or other reports, shall be referred to the Office of County Counsel for review.

8.8 Maintenance of Records: The EMS Agency shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. EMS Agency shall maintain such records as required by law. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the lawful retention period, then EMS Agency shall retain said records until such action is resolved.

9. MISCELLANEOUS PROVISIONS:

9.1 Conflict of Interest. The Providers represent that they presently have no interest and agree not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

9.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the EMS Agency and the Providers.

9.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the EMS Director and the Providers. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

9.4 Providers. The term "Providers" as used in this Agreement includes the listed Provider's officers, agents, and employees acting on the Provider's behalf in the performance of this Agreement.

9.5 Disputes. The Providers shall continue to perform under this Agreement during any dispute.

9.6 Assignment and Subcontracting. The Providers shall not assign, sell, or otherwise transfer their interest or obligations in this Agreement without the prior written consent of EMS Agency. None of the services covered by this Agreement shall be subcontracted without prior written notice to EMS Agency stating the name and contact information of the subcontractor. Notwithstanding any such subcontract, the Providers shall continue to be liable for the performance of all requirements of this Agreement.

9.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of EMS Agency and the Providers under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

9.8 Compliance with Applicable Law. The parties shall comply with all federal, state, and local laws and regulations, and EMS Agency Policies and Procedures in performing this Agreement.

9.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

9.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

9.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

9.12 Non-exclusive Agreement. This Agreement is non-exclusive and both the EMS Agency and the Providers expressly reserve the right to contract with other entities for the same or similar services.

9.13 Construction of Agreement. The EMS Agency and the Providers agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

9.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between EMS and the Providers with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations or agreements, either written or oral, between the EMS Agency and the Providers as of the effective date of this Agreement, which is the date that all parties have signed the agreement, with the Director of Health and EMS Director signing after the County of Monterey Board of Supervisors approval to execute the agreement.

9.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

9.17 Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the EMS Agency and the Provider's contract administrators at the addresses listed below on the signing page.

Signature Page to follow

WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

COUNTY OF MONTEREY

Director of Health

Department of Health

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

COUNTY OF MONTEREY

Emergency Medical Services

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Aromas Tri-County Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Big Sur Volunteer Fire Brigade

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Cachagua Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Carmel Highlands Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

City of Carmel

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

City of Marina

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

City of Monterey

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

City of Salinas

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

City of Seaside

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

City of Soledad

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Cypress Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Fort Hunter Liggett Fire Department

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Gonzalez Rural Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Greenfield Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Mid Coast Fire Brigade

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Monterey County Regional Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

North County Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Pebble Beach Community Services District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

Presidio of Monterey Fire Department

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

South Monterey County Fire Protection District

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

American Medical Response

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

ESO Solutions, Inc

Name _____

Signature _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Email: _____

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health

Administration
Behavioral Health
Clinic Services
Emergency Medical Services
Environmental Health/Animal Services
Public Health
Public Administrator/Public Guardian

May 30, 2017

Chief Brian Dempsey
Seaside FD
1635 Broadway Avenue
Seaside, CA 93955

CERTIFIED MAIL AND EMAIL

Dear Chief Dempsey,

This letter updates you and your organization regarding the status of the Monterey County electronic Patient Care Reporting (ePCR) and EMS Data System. This letter also explains your responsibilities as a prehospital provider organization, operating in the Monterey County EMS System, regarding the use of ePCR-based reporting. *Please carefully read this letter as it discusses significant responsibilities and potential costs to your organization.*

Background

On September 30, 2015, the Governor approved Assembly Bill 1129. This bill revised California Health and Safety Code, Section 1797.227, which sets standards for documenting EMS patient encounters and participating in a local EMS data system. This section states:

> 1797.227. (a) An emergency medical care provider shall do both of the following when collecting and submitting data to a local EMS agency:
> (1) Use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency.
> (2) Ensure that the electronic health record system can be integrated with the local EMS agency's data system, so that the local EMS agency may collect data from the provider.
> (b) A local EMS agency shall not mandate that a provider use a specific electronic health record system to collect and share data with the local EMS agency.

(c) This section does not modify or affect a written contract or agreement executed before January 1, 2016, between a local EMS agency and an emergency medical care provider.

Local Process

In February 2016, to comply with state law and to improve system-wide quality improvement, the Monterey County EMS Agency began a collaborative process to select a single county-wide electronic patient care reporting (ePCR) system. That process included establishing a workgroup consisting of EMS system stakeholders, which jointly developed a project charter, developed a Request for Proposal (RFP), and selected a review panel consisting of workgroup members.

County staff and the EMS data workgroup developed and released the RFP. Three vendors submitted written responses to the RFP. The review panel evaluated and preliminarily scored each of the proposals. Each vendor provided an in-person presentation to the RFP review panel. The panel discussed and scored each proposal and presentation, based on criteria such as ease of use, reporting and analysis functions, security, and integration with other data systems, e.g. computer aided dispatch (CAD), billing, and Health Information Exchanges (HIEs). The RFP review panel recommended that the EMS Agency award the contract for the Monterey County EMS Data System to ESO Solutions. The EMS Director concurred with that recommendation.

The EMS Agency and County negotiated a master agreement with ESO Solutions, which was approved by the Monterey County Board of Supervisors on April 18, 2017. On May 16, 2017, the EMS Agency, ESO Solutions, and the data workgroup met to begin planning the implementation of the data system, which will include interfacing systems, developing policies and procedures, and providing user training. As discussed at workgroup meetings, the EMS Agency expects this system will go live during Summer, 2017, and that all EMS providers will be live on this system no later than December 31, 2017.

The EMS Agency will also review and revise or develop EMS System Policies and Procedures relating to completion of patient care reports, data-based quality improvement, data submission, and EMS provider data security and privacy. These policies will be reviewed and revised consistent with Policy 1000: Policy and Procedure Development Process.

Provider Responsibilities, Options, and Liabilities

As a prehospital provider organization in the Monterey County EMS system, it is important for you to understand your responsibilities relative to ePCR reporting under State statute and regulation, and Monterey County EMS System Policies and Procedures, and to understand the actions the EMS Agency is taking to assist you to fully participate in the EMS Data System.

As noted above, California Health and Safety Code, Section 1797.227 requires every prehospital provider use an ePCR system that exports data in a format that can be integrated with the local

EMS agency's data system, so the local EMS agency may collect data and analyze data from the provider.

The EMS Agency recognizes that this new state law may create financial difficulty for some providers. *Therefore, to offset these expenses and to encourage EMS providers to participate in the county-wide EMS Data System, the EMS Agency has committed to pay the initial and continuing costs of ESO software, licensing, and database integration with communication centers, hospital systems, and health information exchanges for those organizations that become part of the EMS Agency-provided ESO-based ePCR/data system. While we cannot commit to pay these costs in perpetuity, we will continue to pay them as long as possible, based on the needs of the EMS System, and available CSA-74 funding.* This CSA-74 allocation for the ePCR system is in addition to those monies your organization may currently receive from the CSA-74 fund.

As noted above, California Health and Safety Code Section 1797.227 prevents the EMS Agency from requiring that EMS providers use a specific data system. Therefore, EMS providers may elect to use a different ePCR system. <u>For those providers that elect to use a different ePCR system, your organization will be responsible for all costs to seamlessly integrate and maintain seamless integration with the Monterey County EMS Comprehensive Data System</u>. Seamless integration includes, but is not limited to:

- The EMS Provider's data system must provide integrated real time Search, Alert, File and Reconcile capabilities consistent with the ESO Solutions system.
- The EMS Providers data system must be able to bi-directionally move data in real time into and from the Monterey County EMS Data System.
- The EMS Provider's bi-directional data movement and real time Search, Alert, File and Reconcile capabilities must be automatic and timely, and not require any effort on the part of the EMS Agency to seamlessly integrate your data with the rest of the EMS system.
- The EMS Provider's data system must continue seamless integration and operation with the Monterey County EMS Data System, even if material changes are made to the Monterey County EMS Data System.

The costs to seamlessly integrate and maintain seamless integration cannot be quantified at this point. However, the EMS Agency wants to emphasize that these initial and ongoing costs could be substantial. These costs are an unknown and potentially significant financially liability.

Next Steps

As an EMS provider organization, you must determine whether you will participate in the Countywide EMS Data System. We are asking that you notify the EMS Agency of your decision to participate in the county-wide data system in writing by no later than June 30, 2017. Please use the attached form to indicate your decision to participate in the county-wide data system.

If your organization chooses to participate, you will be required to sign an agreement with the County and with ESO. These agreements will define the specific responsibilities of the parties involved in implementing and maintaining the data system. More information on the specifics of those agreements will be forthcoming. Several first responder organizations already have agreements with ESO; those agreements may or may not change. Those details will be resolved as we continue to move together through the implementation process. The important point to remember about these agreements is that they will provide you no cost access (as previously described) to the EMS Data system, if you opt into the ESO system.

The EMS Agency hopes every EMS provider, hospital, and EMS communications center will become a part of the ESO ePCR/data system. Without a single system, our ability to collect and analyze data and support comprehensive quality improvement will be hindered and your organization may be exposed to significant financial liabilities. A single, integrated ePCR/data system will markedly improve our ability to truly analyze what we do. That means better care for our patients.

As we go continue through this process, please contact Fred Claridge, EMS Analyst, at 831-755-4920 or claridgef@co.monterey.ca.us if you have any questions.

Thank you for your continued service to the people of Monterey County.

Sincerely,

Michael Petrie, EMT-P, MBA, MA
EMS Bureau Chief

ePCR Solution

PROJECT CHARTER

Fred Claridge
Monterey County Health Department
EMS

I. Purpose

The intent of this project is to identify a unified ePCR solution and to solicit the input of the county agencies providing EMS services to meet the forthcoming requirement of AB 1129 and the NEMSIS 3 requirement effective July 2017 and to enable said agencies to participate as key partners of health data interoperability planning. The collaboration of multiple agencies will enable an implementation that addresses the challenges of disparate siloed systems.

II. Business Problem/Background

"Modern" Emergency Medical Services (EMS) systems have existed for approximately forty-five years. As those systems have evolved and matured, the need for accurate and reliable data regarding what we do has been a constant topic of discussion. While changes in medicine have been driven by science and careful study, EMS care – and operations – has too often been driven by guesswork and assumption. This was especially true in the beginning.

As EMS becomes increasingly more integrated with the larger healthcare system of which we are a part, we have to become more data driven. There are clear challenges that exist with disparate systems across multiple agencies in analyzing the outcomes without allocating resources to individually gather and submit the data in a consistent manner to enable quality improvement efforts and to enable interoperability with health agencies in serving the same cross section of the community. Most recently, AB 1129, as approved on September 30, 2015, requires local emergency medical care providers to submit data following NEMSIS standards.

The following problems exist today:

- Disparate data systems pose challenges for data analytics
- Ability within each siloed system to report but it is challenging, resource consuming, and costly to aggregate data between systems for quality improvement efforts
- Prohibits interoperability with health data systems
- AB 1129 and data format/data element requirements may require additional resources and cost
- Currently unable to track patient outcomes without a unified solution prepared for data interoperability

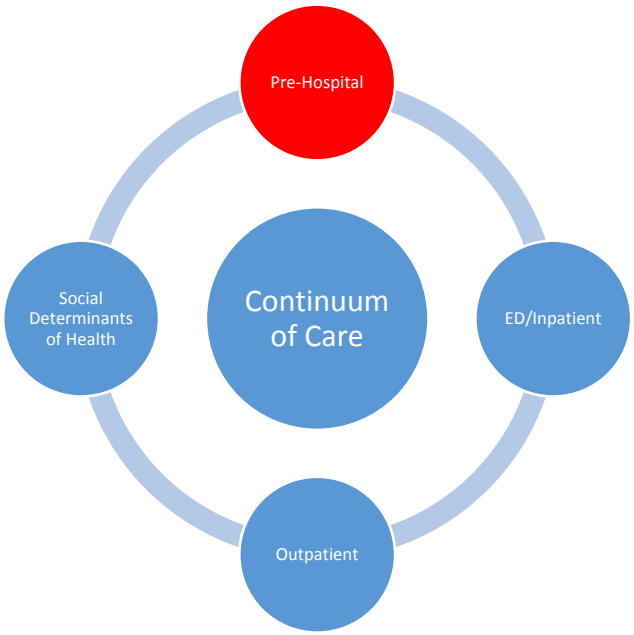
This is also important as we navigate the changing healthcare reimbursement landscape. Healthcare providers are faced with increasingly more stringent and complex requirements to show the value of the services they provide. EMS systems, despite our relationship to public safety, will not be immune to those same requirements.

With the progressive efforts of ensuring the continuum of care within the county, other healthcare services systems are participating in health information exchange and unified solutions and as such, the ability to share data relevant to the same population of focus is essential.

III. Project Goal Statement

The goal of the ePCR Solution project will be to:

- Identify a unified solution for EMS providers that will serve as a single source of reporting on all data related to EMS
- Enable accurate analysis across the system crossing multiple agencies
- Better position EMS agencies to receive hospital data
- Enable better planning and to inform all of our quality improvement efforts.
- Prepare EMS agencies to evolve in today's healthcare environment.
- Enable EMS providers to be key participants as contributors of services/support that is quantifiable



IV. Project Scope

a. Assessment – survey the emergency service agencies and solicit information about ePCR current use, desired use, and interest for a unified solution
b. Determine the existing solutions in the industry meeting State requirements
c. Consider the requirement of a formal Request for Proposal (RFP) & engage County Contracts/Purchasing parallel to these tasks
d. Preliminary requirements of a proposed solution:
    - There should be a single source of reporting for all EMS related data
    - Ideally, a single PCR should be generated for each call which integrates dispatch, first responder and ambulance transport patient information
    - The system should be easy to use – a system that proves difficult to use will lead to compromised compliance and inferior data entry

- The system must, by law, comply with CEMSIS (California Emergency Medical Services Information System) and NEMSIS (National Emergency Medical Services Information System), version 3.4 requirements. This is not optional. New state law makes it a requirement for every EMS provider to engage in an electronic PCR system.
- The system must integrate with receiving hospital and specialty center information systems (such as in a Health Information Exchange) so that EMS providers can get outcome information on the patients they treat. Ideally, that would include Emergency Department diagnosis and hospital discharge diagnosis information – at a minimum. Hospitals must become a part of this integrated system.
- Ideally, the system would be integrated with the NFIRS data system that fire departments must complete.
- The system should cost a reasonable amount so that it's affordable
- A funding mechanism must be found so that all providers can be a part of the system
- The system must have enough redundancy built in to continue to operate at an acceptable level at all times. This includes robust technical support when a problem occurs
- The system should allow for ease of data "mining." Query functions should be easy to understand and should provide for relatively quick results.
- Data derived from the system should be used in a comprehensive quality improvement program which continuously drives training and innovation
- Preliminary product assessment – query fellow agencies

V. Tentative Timeline

Please see attached Timeline Document. Important completion dates are as follows:

- Kick-off Meeting 2/8/16
- System Survey 3/11/16
- Reconvene Workgroup 4/11/16
- RFP Development 5/27/16
- RFP Release 6/1/16
- RFP Evaluation 9/30/16
- Implementation Phase 1/31/17
- Training Phase 6/30/17
- System Goes "Live" 7/3/17
- Reconvene Workgroup 8/1/17

It should be remembered that there are a number of factors which may change or impact this proposed timeline. Examples include:

- Delays in getting an RFP document through the County review and approval process
- Delays in contract development, review, and approval at various levels

- Unanticipated implementation challenges such as procurement issues, integration of software and hardware, interface and other technical issues
- Training challenges such as numbers to be trained, scheduling, cost, and availability

For this reason, stakeholders should remain flexible and consider this timeline a proposal rather than a contract. Various elements of the process may take longer than predicted. The goal still remains to have the system go "live" on 7/3/17.

VI. Roles and Responsibilities

The roles and responsibilities of EMS system stakeholders are as follows:

EMS Providers

- Once implemented, participating providers will use the chosen ePCR system to document all EMS calls/patient information as per County EMS policy.
- Will maintain ePCR hardware/software as appropriate – including updates and system changes
- Will be responsible for costs of modules not related to EMS data system if there is additional cost to those modules (i.e. fire reporting, staffing, scheduling, etc …)
- Will use system to collect, report, and analyze provider specific data as required by County policy, system quality improvement efforts, and applicable state requirements
- Will have access to provider specific data (for your agency) and system-wide data
- Will alert EMS Agency and vendor, as appropriate and required, to system issues or outages
- Continued involvement in EMS Data System Workgroup and future involvement in Data Subcommittee (for system-wide changes)
- Internal policy and procedure development as appropriate
- Will enter into an MOU with the EMS Agency regarding the data system

Note: Those stakeholders who choose not to implement the data system purchased as a result of this RFP process are responsible for the acquisition, maintenance, repair , and all other costs of their data system, including all costs associated with interfacing with the chosen data system, continuing that interface, and query functions associated with quality improvement efforts

Hospitals

- Will be responsible for working with EMS providers and EMS Agency to ensure integration of prehospital and hospital patient records as appropriate and per system design
- Will provide outcome data to EMS system – including at the least Emergency Department diagnosis and hospital discharge diagnosis

- Continued involvement in EMS Data System Workgroup and future involvement in Data Subcommittee (for system-wide changes)
- Hospital data submissions will be consistent with CEMSIS and NEMSIS hospital data elements

EMS Agency/Health IT

- Continued coordination of EMS data system implementation, training, and issue resolution (along with vendor)
- Will pay for initial implementation and ongoing costs related to EMS data system (data application, not hardware)
- System-wide policy and procedure development as appropriate
- Will have access to provider specific and system-wide data
- Analysis and reporting of system-wide data to system stakeholders and other interested parties
- Coordination of system-wide quality improvement efforts involving all stakeholders
- Compliance with state reporting requirements (CEMSIS and Core Measures)
- Will work in good faith to resolve problems with individual providers as they arise and will strive for a collaborative relationship with all system stakeholders
- Will enter into an MOU with providers regarding the data system

Vendor

Vendor responsibilities will be carefully documented in the contract between the County and vendor. A copy of the contract will be made available to EMS system stakeholders.

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: July 5, 2018

SUBJECT: **APPROVAL TO TEMPORARILY MODIFY THE POSITION ALLOCATION LIST TO OVER-HIRE THE FIREFIGHTER CLASSIFICATION BY TWO DUE TO LONG TERM ABSENCES.**

PURPOSE & RECOMMENDATION

It is requested that the City Council authorize a temporary modification of the Position Allocation List to allow the Fire Department to over-hire by two Firefighter positions due to long term absences.

BACKGROUND

Over the past two years the fire department has experienced a number of long term vacancies due to both short and long term absences, which has resulted in a spike in overtime. Currently the department has two long term vacancies and is very confident neither will return to full duty. As a result, the Department is requesting authorization to over-hire by two Firefighter positions in order to remain fully staffed and substantially reduce overtime. The Department conducted an internal recruitment for the position of Firefighter and has an active list to fill these vacancies immediately.

The additional Firefighter positions will be eliminated from the Position Allocation List when the status of the long term vacancies is determined.

FISCAL IMPACT

This item will decrease the Department's use of overtime, but increase salary and benefit costs. The Finance Department will work with the Fire Department to make any necessary budget adjustments. It is not anticipated that this request will have a significant fiscal impact.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the
City Council by:

_____
Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE TEMPORARY MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO OVER-HIRE THE FIREFIGHTER CLASSIFICATION BY TWO

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

WHEREAS, there is a need to temporarily add two Firefighter positions in order to expedite the hiring process to fill two long term absences; and

WHEREAS, the Firefighter positions will be filled through an internal recruitment process which has already been conducted; and

WHEREAS, with this change, the Fire Department will be allocated 11 Firefighters and as soon as a Firefighter vacancy occurs, the additional Firefighter positions will be eliminated; and

WHEREAS, the Finance Division is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the temporary addition of two Firefighter positions to the Position Allocation List.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of July 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
STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: July 5, 2018

SUBJECT: **APPROVE DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 12-14, 2018**

PURPOSE & RECOMMENDATION

That the City Council Approve the appointment of Mayor Pro Tem Alexander as the voting delegate and Council Member Jones as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

BACKGROUND

The League of California Cities, of which the City of Seaside is a member, is hosting their annual Conference September 12 through September 14, 2018 in Long Beach, CA. At the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest.

In order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business and the General Resolutions Committee. Voting delegates must be registered for the conference.

It is recommended that the City Council Approve the appointment of Mayor Pro Tem Alexander as the voting delegate and Council Member Jones as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 12-14, 2018

WHEREAS, The League of California Cities (the League) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

WHEREAS, the City of Seaside is a voting member of the League; and

WHEREAS, at the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest; and

WHEREAS, voting delegates must be registered for the League Annual Conference held September 12-14, 2018; and

WHEREAS, in order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business meeting during the conference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside designates Mayor Pro Tem Dennis Alexander as the voting delegate and Council Member Kayla Jones as alternate voting delegates for the Annual Conference held on September 12-14, 2018.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of July, 2018, by the following vote:

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

APPROVED:

_____
Ralph Rubio, Mayor

ATTEST:

_____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.J.

TO: City Council

BY: Craig Malin, City Manager

DATE: July 5, 2018

SUBJECT: **LETTER TO GOVERNOR BROWN REGARDING CLIMATE ACTION**

PURPOSE & RECOMMENDATION

To convey the policy position of the signatories to the letter.

BACKGROUND

It is recommended that the City Council approve the attached letter.

ATTACHMENTS

1. Draft Letter

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

OFFICE OF THE CITY COUNCIL
440 Harcourt Avenue
Seaside, CA 93955
Telephone (831) 899-6700
FAX (831) 718-8594

July 5, 2018

The Honorable Edmund G. Brown, Jr.,
Governor of California
State Capitol, Room 1173
Sacramento, CA 95814

Dear Governor Brown,

We, the undersigned local elected officials, are deeply concerned about the impacts of climate change and pollution caused by the extraction, processing, and burning of fossil fuels on the people we represent. We applaud your leadership in affirming our state's commitment to the Paris Agreement and supporting groundbreaking policies like the Clean Energy and Pollution Reduction Act. Yet, these measures have failed to address fossil fuel production, the core culprit of climate change and a major source of life-threatening pollution.

On behalf of our community, and the estimated 5.4 million Californians who live within a mile of one or more oil and gas wells, we ask you to take the next step in bold climate leadership: phase out fossil fuel production in California by ending the issuance of permits for new fossil fuel projects, instituting a 2,500-foot public health setback for oil and gas facilities, and committing the state to 100% renewable energy.

We can no longer ignore the true costs of oil and gas production. The disastrous impacts of fossil fuel use, including air pollution, droughts, fires, mudslides, storms, and sea level rise, is dramatically impacting California. Exposure to toxic air contaminants and other pollution caused by oil and gas wells is a threat to public health, and disproportionately affects disadvantaged communities and people of color. According to the California Council on Science and Technology, the greatest health risks occur within one-half mile from active oil and gas development, yet nearly 8,500 active California oil and gas wells are within 2,500 feet of homes, schools, and hospitals. Meanwhile, California has no statewide policy limiting the proximity of oil and gas wells to homes and vulnerable areas like schools, parks, and hospitals.

The Global Climate Action Summit you are convening in San Francisco this September is an opportunity for California to lead and set our nation and the world on a crucial and pivotal path

forward. Recognizing that we are in a climate emergency, as you have rightly done, and given the grave public health and environmental justice consequences of fossil fuel production in California, we respectfully urge you to make a new statewide commitment and lay out a plan for California to achieve the following:

-- End the issuance of permits for new fossil fuel projects, including permits for new oil and gas wells, infrastructure for fossil fuels, and petrochemical projects in California.

-- Design a swift, managed decline of all fossil fuel production, starting with a 2,500-foot human health buffer zone around all occupied structures, public parks and farms to protect public health and vulnerable communities.

-- Commit the state to 100% clean, renewable energy, starting with significant investments in disadvantaged communities and areas that are already suffering the most from the negative impacts of fossil fuel extraction.

This is the bold climate leadership we urgently need to protect our public health, communities, economies, and our future. Phasing out fossil fuel production is paramount to address climate change, and will make California healthier and cleaner while reducing water use. It will also create hundreds of thousands of jobs throughout the state as we increase investment in renewable energy, clean vehicles and buildings, energy efficiency, public transportation, and other innovative solutions.

For a safe, healthy, and prosperous California, the time for transformative action is now.

Sincerely,

Ralph Rubio	Dennis Alexander	Jason Campbell	Kayla Jones	David Pacheco
Mayor	Mayor Pro Tem	Councilmember	Councilmember	Councilmember

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.K.

TO: City Council

BY: Craig Malin, City Manager

DATE: July 5, 2018

SUBJECT: **LETTER TO PRESIDENT TRUMP REGARDING REUNITING FAMILIES**

PURPOSE & RECOMMENDATION

To convey the policy position of the signatories to the letter.

BACKGROUND

It is recommended that the City Council approve the attached letter.

ATTACHMENTS

1. Draft Letter

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

OFFICE OF THE CITY COUNCIL
440 Harcourt Avenue
Seaside, CA 93955
Telephone (831) 899-6700
FAX (831) 718-8594

July 5, 2018

The Honorable Donald J. Trump
United States President
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Dear President Trump:

We, the undersigned local elected officials, urge your Administration to end the practice of detaining and incarcerating families seeking asylum at the United States – Mexico border and to immediately reunify families that have already been separated.

Our nation has certain fundamental values, and among those are opportunity and justice. Lady Liberty, our nation's symbol for the hope and optimism the United States of America stands for, calls out: "Give me your tired, your poor, your huddled masses yearning to breathe free … Send these, the homeless, the tempest-tossed to me, I lift my lamp beside the golden door!" Families seeking protection and freedom in our country should not be treated as criminals, nor should their innocent children be subjected to trauma. Therefore, we request that policies regarding length of detention of these families be re-examined to ensure that no family is detained for an undue amount of time.

We understand that more than 2,000 children were separated from their families under the "zero tolerance" policy. Many of these individuals from Central America who are crossing the border are simply seeking a better life for their families, away from the fear of violence and persecution in their home countries. Because of the zero-tolerance policy, even those who arrive at ports of entry to seek asylum faced being separated from their families. Adults are charged with illegal border crossing and detained, while your administration treated their children as "unaccompanied minors" and placed them at shelters or sent them to foster care systems across our country. Some of the children who have been separated from their family members are toddlers and babies. The American Academy of Pediatrics has pointed out that "highly stressful experiences, like family separation, can cause irreparable harm, disrupting a child's brain architecture and affecting his or her short- and long-term health. This type of

prolonged exposure to serious stress – known as toxic stress – can carry lifelong consequences for children."

Unfortunately, your recent Executive Order does not provide a plan for reunification of the many families already harmed under the zero tolerance policy. We respectfully request your Administration implement a plan for speedily and humanely re-uniting separated children with their families.

As public servants from diverse backgrounds who believe our nation's policies must reflect our nation's values, we stand united in urging you to immediately end the inhumane treatment of vulnerable families and children at our border.

Sincerely,

Ralph Rubio	Dennis Alexander	Jason Campbell	Kayla Jones	David Pacheco
Mayor	Mayor Pro Tem	Councilmember	Councilmember	Councilmember

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha, Associate Planner

DATE: July 5, 2018

SUBJECT: **ADOPTION OF AN ORDINANCE AND RESOLUTION FOR MAP AMENDMENTS TO THE SEASIDE MUNICIPAL CODE: SEASIDE ZONING MAP AND SEASIDE GENERAL PLAN: FIGURE LU-2, LAND USE POLICY MAP FOR 1624 DEL MONTE BOULEVARD, 1632 DEL MONTE BOULEVARD, AND 590 OLYMPIA AVENUE (APNs: 011-552-008, 011-552-009, 011-552-010, 011-552-011, 011-552-012), (SECOND READING- ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to adopt the proposed map amendments to the Seaside Municipal Code: Seaside Zoning Map and Seaside General Plan: Figure LU-2, Land Use Policy Map for 1624 Del Monte Boulevard, 1632 Del Monte Boulevard, AND 590 Olympia Avenue (APNs: 011-552-008, 011-552-009, 011-552-010, 011-552-011, 011-552-012). It is recommended that the City Council adopt the proposed map amendments.

BACKGROUND

On June 21, 2018 the City Council adopted a resolution certifying the Initial Study/Negative Declaration and approved the proposed map amendments to the Seaside Municipal Code: Seaside Zoning Map and Seaside General Plan: Figure LU-2, Land Use Policy Map for 1624 Del Monte Boulevard, 1632 Del Monte Boulevard, AND 590 Olympia Avenue (APNs: 011-552-008, 011-552-009, 011-552-010, 011-552-011, 011-552-012) in the first reading of the Draft Resolutions and Ordinance.
The purpose of the map amendments is to allow for a broader range of permitted uses beyond those of the current zoning. New use options will contribute to compatibility with the uses permitted in the adjacent West Broadway Urban Village Specific Plan (WBUV), which prohibits automotive-related uses and allows for mixed-use, retail and service-related uses.

FISCAL IMPACT

There are no fiscal impacts to the City.

ATTACHMENTS

1. Attachment 1 - Draft Ordinance, Zoning Code

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, TO ADOPT A MAP AMENDMENT TO THE SEASIDE MUNICIPAL CODE, ZONING MAP.

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

Section 1. General Purpose and Findings. The purpose of this Ordinance is to consider the following map amendment to the Seaside Municipal Code for parcels 011-552-008, 011-552-009, 011-552-010, 011-552-011, and 011-552-012:

A. A map amendment to the Seaside Municipal Code (SMC), Zoning Map that would change the map designation from Automotive Regional Commercial (CA) Zone to Commercial Mixed Use (CMX) Zone.

Section 2. Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075, an Initial Study/Negative Declaration has been circulated for a 20-day public review beginning on Thursday, May 1, 2018 and ending on Monday, May 20, 2018, and is made a part of the Ordinance by reference.

Section 3. The Seaside City Council may initiate an amendment to the Seaside Municipal Code in accordance with SMC Section 2.02.380.

Section 4. On May 23, 2018, the Planning Commission of the City of Seaside held a duly noticed public hearing to consider the adoption of the map amendments described under Section 1. Following the closure of the public hearing, the Planning Commission adopted Resolutions 18-13 and 18-14 recommending approval of this Ordinance to the City Council.

Section 5. It is the responsibility of the City Council to consider and weigh the merits of the Initial Study/Negative Declaration and map amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in making its determination on the proposed map amendments to the Seaside Municipal Code.

Section 6. At a duly noticed public hearing held on June 21, 2018, the City Council considered both oral comments and written information concerning the proposed Negative Declaration and introduced the first reading of the map amendments.

Section 7. At a duly noticed public hearing held on June 21, 2018, the City Council adopted the following findings in support of its action to adopt the proposed Negative Declaration for the proposed map amendments:

1. The proposed map amendment is consistent with the goals and policies of all elements of the General Plan; and

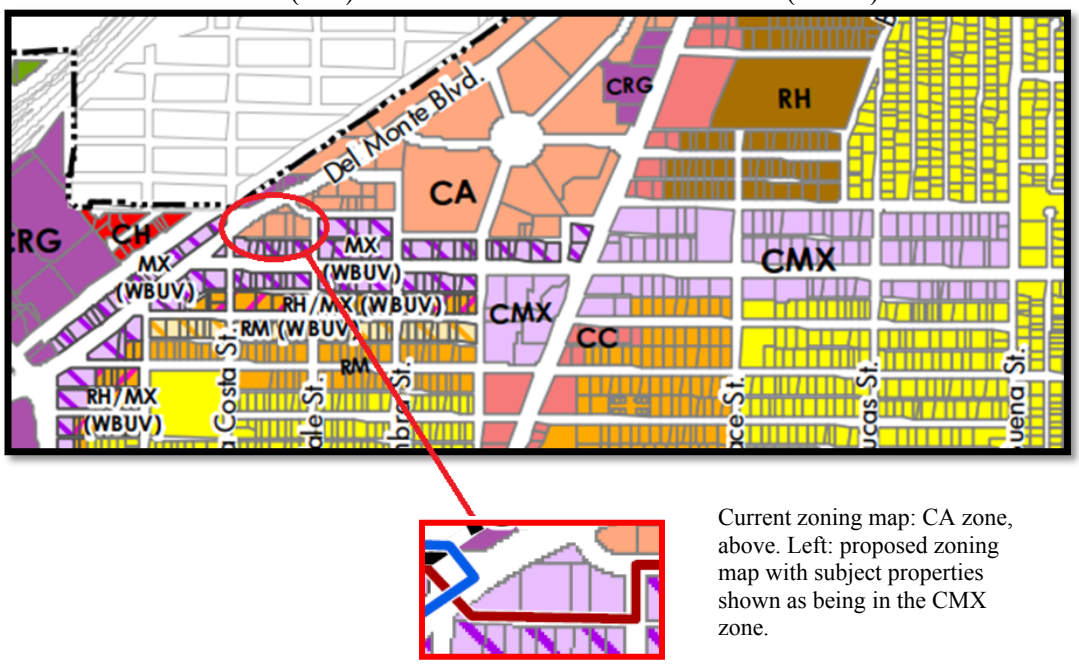
2. The proposed map amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

3. The proposed map amendment is internally consistent with other applicable provisions of the Seaside Municipal Code.

Section 8. At a duly noticed Public Hearing on June 21, 2018, the City Council adopted the first reading of the proposed map amendment of parcels 011-552-008, 011-552-009, 011-552-010, 011-552-011, and 011-552-012:

Proposed Map Amendment

1. Amend Seaside Municipal Code, Seaside Zoning Map from Automotive Regional Commercial (CA) Zone to Commercial Mixed Use (CMX) Zone:



Current zoning map: CA zone, above. Left: proposed zoning map with subject properties shown as being in the CMX zone.

Section 9. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed map amendments.

NOW, THEREFORE BE IT FURTHER RESOLVED, the City Clerk shall certify to the adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 5th day of July, 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
STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager
Rick Medina, Senior Planner

DATE: July 5, 2018

SUBJECT: **ADOPTION OF TWO ORDINANCES AMENDING CHAPTER 17 (ZONING CODE) AND CHAPTER 3 (TRANSIENT OCCUPANCY TAX) OF THE SEASIDE MUNICIPAL CODE TO ADOPT SHORT-TERM RENTAL REGULATIONS WITHIN RESIDENTIAL DWELLINGS. (SECOND READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

The purpose of this ordinance is to adopt two ordinances establishing regulations for the use of privately owned residential dwellings as short-term rentals to minimize any negative impacts on surrounding properties and to ensure the collection and payment of transient occupancy taxes for said short-term rentals. It is recommended that the City Council:

- Adopt the second reading of an Ordinance to add Section 17.52.251 to the Seaside Municipal Code entitled “Short Term Rentals” and;
- Adopt the second reading of an Ordinance to amend Chapter 3.24 of the Seaside Municipal Code to include "Short-Term Rental" as use that would be subject to the collection of Transient Occupancy Tax (TOT) the same as a hotel and add new Section 3.24.121.A that would establish fund accounts whereby TOT collection from short-term rentals would set aside to assist with affordable housing activities/projects and community and neighborhood park improvements

BACKGROUND

Short term rental of housing is an issue which has come to the fore given technological innovation and market forces that are largely beyond the capacity of local governments to reverse.

On September 21, 2017 and October 19, 2017, the City Council received an overview regarding the use of residential dwellings as a short-term rental and deliberated whether to pursue an Ordinance regulating this type of land use. The City’s current regulations are silent with respect

to use of a dwelling as a short-term transient use. A transient use subject to the collection of a transient occupancy tax (TOT) would be from one day to no longer than thirty days. At the October 19, 2017 City Council Study Session, the Council directed staff to return with a draft ordinance that would best mitigate the impact of short term rentals within residential neighborhoods while balancing the rights of property owners on the use their property.

The Planning Commission conducted its review in making a recommendation to the City Council on the proposed Ordinance on February 14, 2018 and April 11, 2018. The primary issues included:

Positive Benefits

Short Term Rentals will provide job opportunities for plumbers, electricians, landscapers, housekeepers, pest control, painters, appliance repairs and other type of general building maintenance tasks.

Short Term Rentals will attract visitors who will eat at local restaurants, shop in retail, and purchase gas.

Short Term Rentals would enable a financial benefit to private property owners and also provide added revenue to the City through the collection of Transient Occupancy Tax.

Short Term Rentals will serve as a positive attraction of regional visitors

Negative Impacts

Code enforcement actions to address off-street parking and noise disruptions within single family neighborhoods.

Removal of dwelling units from the housing stock.

Impacts on hotels/motels.

After receiving public testimony on the Ordinance and completing its deliberation on the Draft Ordinance and Initial Study, the Planning Commission acted to recommend that the City Council adopt an Ordinance with the following changes:

Removal of the numerical cap on hosted permits and a cap on non-hosted permits to stay at 75;

Allow grandfather permits for non-hosted permits to those who can prove they have been facilitating short term rentals, hosted and non-hosted for the past 12 months starting from April 11, 2018;

That the 50% block face percentage provision be removed from the document.

The financial regulation regarding the TOT be removed from the ordinance and be adopted separately under the Finance Section of the Seaside Municipal Code.

The City Council opened its review of the Short-Rental Ordinance on May 3, 2018. In evaluation of the public comments received, the Council debated how to address the grandfathering of the existing host and non-host short-term rentals and cap limits on future short-term rental requests.

The City Council continued its review of the first reading with the following direction:

1. Remove cap limits on host and non-host; and

2. Allow all existing short-term rentals that have been in operation between April 10, 2017 and April 10, 2018 where it can shown with certain evidence (e.g. online rental advertisement, receipts) that said short-term rental was occurring.

3. Amend Chapter 3.24 (Transient Occupancy Tax) to include definition of a short-term rental as a hotel use subject to the collection of Transient Occupancy Tax (TOT) and a section which would establish separate fund accounts whereby the TOT from short-term rentals would have 50% allocated for affordable housing activities/projects and 50% for neighborhood improvement and park projects.

DISCUSSION

Based on the feedback received from the general public and Seaside residents at the City Council Study Sessions and Planning Commission Public Hearings, the public inquiries received at both the public hearings and public notices on short-term rentals, and research of other cities/counties adopted development standards for short-term rentals, the following discussion points have been evaluated in the development of the proposed ordinance:

Economic Impacts
Property owners will receive rental income, which helps with mortgage payments. The City of Seaside will collect transient occupancy tax, which is 12%. The City of Seaside also benefits from additional sales tax generated by the occupants spending money in Seaside. The City of Seaside will collect fees for short-term rental applications, however these are to cover the costs of processing applications and additional management of short-term rentals within Seaside.

Neighborhood Compatibility
Parking availability is a concern for neighboring residents. The intent is the short-term rental unit will maximize the use of their driveway, and information will be posted inside, as well as a Good Neighbor brochure outlining the available on-site parking.

Noise
The City of Seaside Municipal Chapter 9.12 Regulating Noise includes quiet hours from 10 pm to 7 am. The short-term rental owner is required to have a local contact person who will respond within 60 minutes to address complaints. Neighbors will be notified how to reach the local contact person.

Safety
Short-term rentals must be inspected for fire and building safety.

Cultural Enrichment

Short-term rentals, especially hosted, tend to facilitate a sharing of cultures between the visitors and the host.

Affordable Housing
More affordable housing in Seaside is needed, and the 50% of the transient occupancy tax collected will be directed to the City of Seaside Housing Fund.

Water Allocation
The Monterey Peninsula Water Management District does not require any additional water use from a jurisdiction for the use of a dwelling unit being used as a short term rental. The renting of a dwelling or rooms within a dwelling is considered as a standard residential use and would not require a hotel water factor to be applied.

Density and Number of Licenses
The Planning Commission recommended removing the cap for hosted permits and consideration of including a grandfathering clause which would enable residents who can prove to the city that they have been operating a STR at their residence during the last twelve months would automatically qualify for a permit. The Planning Commission stated that by adding these changes the City would then have a better understanding of how many STR's actually exist versus using a numerical cap without any empirical data. Until the actual number of how many STR's exist, the Planning Commission also recommended removing the provision for 50% of a block face. The Planning Commission stated that creating numerical caps without empirical data could create more problems that do not already exist.

SUMMARY

From the discussion at the City Council study sessions and information obtained from other cities, City staff has drafted two proposed ordinances attached to this staff report as Attachment 1 for regulations on Short-Term Rentals and Attachment 2 for proposed amendments to the City's Transient Occupancy Tax Collection as it relates to short-term rentals. These Ordinances seek to provide a balance between private property owner interests and the protection of the general health, safety, and welfare of the community. With the removal of the cap limits, under the current fiscal year the City of Seaside will only be accepting those grandfathered permits as outlined in the Ordinance in fiscal year 2018/2019. The City Council will be able to evaluate the total number of short-term rental licenses that can operate in the City at its second meeting in July of 2019 and in subsequent years at the second meeting of July annually.

A short-term rental ordinance provides the regulatory framework to legalize and regulate both hosted and non-hosted short-term rentals. It clarifies the transient occupancy tax obligations of short-term rentals. It outlines requirements essential to maintain the character of Seaside neighborhoods and provides for enforcement. The short-term rental ordinance strives to balance the interests of the short-term rentals while maintaining the context of the current Seaside neighborhoods.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA), an Initial Study (IS) and an accompanying Negative Declaration (ND) have been prepared for the proposed ordinance. The document was circulated for 20-day public review period between Thursday, January 11, 2018 through Tuesday, January 31, 2018. The IS/ND is provided as Attachment 3. Provided as Attachment 4 are four written comments which were received in response to the City's intent to issue a Negative Declaration on the proposed Ordinance prior to the close of the public review period on January 31, 2018. The written comments speak directly to the land use and public policy impacts of the Ordinance and do not have any comment related to whether the adoption of Short Term Rental regulations would have a direct impact on the environment.

FISCAL IMPACT

The Transient Occupancy Tax from short-term rentals is budgeted at $50,000 for 2017-18, although the actual amount may be lower, as the fiscal year is ending soon. The fee income will also impact the General Fund positively. Fee is not set at this time, to be determined by Council.

ATTACHMENTS

1. Attachment 1 - Draft Short-Term Ordinance
2. Attachment 2 - Draft Ordinane Amending Chapter 3.24 SMC
3. Attachment 3 - Initial Study-Negative Declaration
4. Attachment 3 - Exhibit A
5. Attachment 4 - Public Comments

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE No. 18-XX

AN ORDINANCE OF THE CITY OF SEASIDE ADDING SECTION 17.52.251 ENTITLED, "SHORT-TERM RENTAL" TO THE SEASIDE MUNCIPAL CODE

FINDINGS

1. There has been an increase in privately-owned residential dwellings being used as short-term rentals if the City of Seaside. Online host sites such as Vacation Rentals by Owner (VRBO), Airbnb and others have become an increasingly popular means to market homes available for transient use,

2. Short-term rentals provide a benefit to the City by expanding the number and type of lodging facilities and will provide increased transient occupancy tax (TOT) revenue to the City.

3. Unregulated short-term rentals introduce the possibility for adverse consequences including a reduction in affordable housing and the commercialization of residential neighborhoods.

4. This Ordinance can ensure neighborhood compatibility, facilitate economic growth within the City and protect the health, safety, and welfare of the City's residents.

5. On September 21, 2017 and October 19, 2017, the City Council held special study sessions to discuss concerns regarding the use of residential dwellings as a short-term rental, and whether to pursue an Ordinance regulating this type of land use. A transient use subject to the collection of a transient occupancy tax (TOT) would be rental from one day to no longer than thirty days. Other discussion points were economic impacts, neighborhood compatibility, noise, safety, cultural enrichment and affordable housing.

6. The Planning Commission reviewed this Ordinance on February 14, 2018 and recommends the Council adopt it.

7. The City prepared an Initial Study and Mitigated Negative Declaration to review the Ordinance pursuant to the California Environmental Quality Act (CEQA), and this Ordinance has been mitigated to a point where the proposed project will not have the potential to significantly degrade the environment; will have no significant impact on the long-term environmental goals; will have no significant cumulative effect upon the environment; and will not cause substantial adverse effects on human beings, either directly or indirectly.

8. The proposed Ordinance is consistent with the City's General Plan and the practice of short-term rentals does not does not constitute a change in the residential land use element as described in the Seaside General Plan.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. The foregoing factual recitals are adopted as findings of the City Council.

SECTION 2. A new Municipal Code Section 17.52.251 entitled, "Short-Term Rental" is added by the addition of all text shown as follows:

17.52.251.A Definitions. For the purpose of this Section certain terms used herein have the meanings set forth in this chapter, and such meaning shall prevail in case of conflict with the definitions set forth inSMC.

(1) "Person" means an individual or a group of individuals, association, firm, partnership, entity, public or corporation or other private.

(2) "Owner" means the person who possesses fee title to a transient use site.

(3) "Owner representative" means any person authorized by the owner to fully manage the transient usesite.

(4) "Local Contact Person" shall be the person designated by the owner or the owner's authorized representative who shall be available twenty-four hours per day, seven days per week for the purpose of responding within sixty minutes to complaints related to the short-term rental and taking remedial action to resolve such complaints.

(5) “Remuneration” means compensation, money, rent or other bargained for consideration given in return for occupancy, possession or use of real property.

(6) "Residential property" means any dwelling unit, except those dwelling units lawfully established as second units established pursuant to Chapter 17.12 of the SMC or as part of a bed and breakfast inn, motel, hotel, timeshare development, or other transient use.

(7) "Hosted short-term rental" means a dwelling unit where the owner with the majority interest in the residential property, or an owner holding an equal shared interest if no other owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers the dwelling or a habitable portion thereof for transient occupancy by others, and is present during the occupancy of the “Hosted short-term rental”.

(8) "Non-hosted short-term rental" means a dwelling unit that is offered for transient occupancy where the owner or shared ownership interest does not occupy the dwelling offered for transient occupancy as his or her principal residence.

(9) "Guest" means the overnight occupant(s) renting the short-term rental for a specified period of one day and no longer than thirty days and the visitors of the overnight occupants.

(10) "Good Neighbor Brochure" means a brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to short-term rentals.

(11) Transient" means a period of not less than one (1) day and one (1) night nor more than thirty (30) consecutive calendar days.

(12) "Responsible tenant/guest" means a person aged 18 or older who has received notice of occupancy, parking and other limits and regulations that apply to the transient use site, and who has agreed to be responsible to ensure that impermissible or inappropriate behavior does not occur at the transient use site, including , but not limited to, all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental.

(13) "Transient use of residential property" means the commercial use by any person of residential property for transient lodging uses where the term of occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy is less than thirty (30) consecutive calendar days.

(14) "Transient use site" and "transient use" mean property occupied and used for transient or short-term rental purposes.

(15) "Use" means the purpose for which land or premises of a building thereon is designed, arranged or intended, or for which it is or may be occupied or maintained.

Transient use of residential property for remuneration is prohibited except (1) as otherwise expressly licensed by this title, or (2) when such use is licensed by a transient use License issued in accord with SMC Section 17.52.252.

(b) Liability and Enforcement.

(1) Any owner, owner representative, responsible tenant, person acting as agent, real estate broker, real estate sales agent, property manager or otherwise who uses, arranges, or negotiates for the use of, or allows the use of residential property in violation of the provisions of this chapter is guilty of an infraction subject to an administrative citation for each day in which such residential property is used, or allowed to be used, in violation of thischapter.

(2) Violations of this Ordinance shall be treated as a public nuisance and strict liability offense regardless of intent.

(3) A violation of any provision of this Ordinance by any of the guests, owners or operators shall constitute grounds to suspend or revoke a short-term rental license.

SECTION 3. A new SMC Section 17.52.252 entitled,"Short-Term Rental License", is added asfollows:

17.52.252.A Statement of Purpose.

The purpose of this chapter is to establish a licensing process, together with appropriate standards that regulate short- term rental of single-family and multi-family dwellings in residential districts, to minimize negative secondary effects of short-term rental use on surrounding neighborhoods; and to preserve the character of neighborhoods in which any such use occurs. This chapter addresses traffic, noise and density; ensures health, safety and welfare of neighborhoods as well as of renters and guests patronizing short-term rentals; and imposes limits on the number of licenses issued to ensure long-term availability of the affordable housing stock. This chapter also sets regulations to ensure enforcement of these standards, and collection and payment of fees and transient occupancytaxes.

This chapter shall not provide any property owner with the right or privilege to violate any private conditions, covenants or restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short- term rental purposes as defined in thischapter.

The City Council finds adoption of a comprehensive code to regulate issuance of, and conditions attached to, short-term rental is necessary to protect the public health, safety and welfare. The purposes of this chapter are to provide a licensing system and to impose operational requirements in order to minimize the potential adverse impacts of transient uses on residential neighborhoods.

The City Council finds the regulation of short-term rental uses, including its non-transferability provisions, to be a valid exercise of the City's police power in furtherance of the legitimate governmental interests documented in this chapter.

17.52.252.B Definitions.

(a) The terms “personal”, “owner, “owner representative, “local contact person” , remuneration”, “residential property”, “hosted short-term rental”, “non-hosted short-term rental”, “guest”, “Good Neighbor Brochure”, “transient”, “responsible tenant/guest”, “transient use of residential property”, “transient use site”, “transient use”, “use”, as used in this chapter are given the same definition as those definitions set forth in SMC Section 17.52.251.

17.52.252.C Allowed Use.

(a) Transient use of residential property for remuneration is allowed pursuant to SMC Section 17.52.251 or this chapter; provided that a separate Short-Term Rental License has first been granted and validly maintained for each transient usesite.

(b) Each transient use must meet all the requirements of this Section. Short-Term Rental Licenses are issued for a one (1) year term. No guarantee is given or implied that Short-Term Rental License will be extended or renewed for a term subsequent to its expiration.

(c) For the purposes of this Section the City recognizes and sets discrete requirements for each of two different classes of Short-Term Rental Licenses. These are Hosted Short-Term Rental and Non-Hosted Short-Term Rental.

(d) Each contract or tenancy that allows transient use shall identify the name, address, phone number and e-mail contact information of at least one responsible tenant who has been informed of, and has agreed to abide by, occupancy, parking and other limits that apply to that transient use.

(e) For each initial Short-Term Rental License, and each license renewal, the applicant and each property owner shall submit an inspection report that provides and verifies information, in the form and manner required by the City and the Chief Building Official, to ensure the property is safe and habitable for its intended use, including verification of adequate egress from sleeping quarters and common area, installation of accessible fire extinguishers, and a carbon monoxide alarm on each level, and that the property exists in accord with appropriate land use and buildingLicenses.

(f) The owner or owner representative shall cause notice of the application or any license renewal, and of any hearing on the application or renewal, to be posted and mailed to notify neighbors within 100 feet of the short-term rental licensed site. The notice shall include a statement of the maximum number of guests licensed to stay inthe short-term rental.

17.52.252.D Short-Term Rental License Caps

All short term rentals found to be in existence prior to April 10, 2018 are hereby approved for the period of one (1) year from the effective date of this ordinance.

In years 2019 and beyond the City Council my establish the maximum allowable number of hosted and non-hosted short-term rental licensees annually by Resolution at the second regularly scheduled City Council meeting in July, and in doing so, will project forward the maximum allowable number of non-hosted short-term rental licenses for a period not to exceed three (3) years.

17.52.252.E Limits on Transient Use.

Transient use of residential property for remuneration allowed by SMC Section 17.52.251 or this Section shall besubject to each and every limitation in thisSection:

(a) Each contract or tenancy that enables transient use shall be in writing, and identify thereon the name, address, phone number and e-mail contact information of:

(1) the owner;

(2) the owner representative; and

(3) at least one responsible tenant occupying the transient site who shall be responsible for all limits required by this section.

(b) Each non-hosted contract or tenancy shall identify the name, address, phone number and e-mail contact information of at least one responsible tenant who has been informed by the owner or owner representative of the occupancy, parking and other limits that apply to transient use by this Section and shall be informed of residential parking and noise limits, including but not limited to SMC Section 9.12, the City codes that regulate unlawful noises.

(c) Trash and refuse shall not be left stored within public view, except in proper containers for purpose of collection by the City's authorized wastehauler.

(d) A short-term rental shall not change the residential character of the outside appearance of the residence including · color, material, lighting or any advertising mechanism, including **"vacation rental" signs.**

(e) Guests of the short-term rental shall comply with City of Seaside Municipal Code Chapter 9.12 regulating noise, including quiet hours between the hours of 10:00 p.m. and 7:00 **a.m.**

(f) The owner or owner representative for all non-hosted short-term rentals shall post the in a prominent location within the short-term rental

(a) owner or owner representative name and telephone number

(b) local contact person name and telephonenumber;

(c) telephone number for Department and Seaside Code Enforcement; the Seaside Police

(d) the maximum number of parking spaces available onsite;

(e) trash pick-up day and applicable rules and regulations;

(f) a copy of City of Seaside NoiseRegulations;

(g) a copy of the Good Neighbor Brochure; and

(h) Notification that a guest, local contact person, responsible person or owner may be cited and/or fined by the City in accordance with this Ordinance.

(g) The transient use site:

(1) shall be used and maintained in a manner consistent with the character of theneighborhood;

(2) shall not impair the desirability of investment or occupation of the surrounding neighborhood; and

(3) shall not have displayed thereon any sign that indicates the property is used or available for transient or short-term rental purposes.

(h) Owner and Owner representative shall each use their best efforts, and respond in a reasonable and timely manner, to ensure that every occupant of the transient use site does not create or contribute to unreasonable use of the property, cause unreasonable

noise or disturbance, engage in disorderly or unlawful conduct, or overcrowd the site.

(i) Local contact person shall be on-call full-time (24 hours per day, 7 days per week) to manage the property and shall be able to be physically present at the transient use site within sixty (60) minutes of request during any time the property is occupied for transient use. Within 24 hours of the time an initial call is attempted the owner, owner representative or local contact person shall use his or her best efforts to prevent the recurrence of such conduct by the occupants and take corrective action to address any violation. Failure to respond timely to two (2) or more complaints regarding guest violations is grounds for penalties as set forth in this chapter. The owner, owner representative or local contact person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within sixty (60) minutes of request.

(j) The maximum number of occupants aged 18 or older authorized to stay overnight at any transient use site shall be determined by the City Building Official.

(k) Each designated on-site parking space at a non-hosted transient use site shall be made available for use by overnight occupants of that site and any on-site driveway must be available for the use of the guests of the site.

(1) Amplified sound that is audible beyond the property boundaries of the transient use site is prohibited.

(m) Commercial functions, and other similar events are prohibited at the transient use site.

17.52.252.F Short-Term Rental License.

It is unlawful for any person to transact and carry on any business relating to or supporting the transient use of residential property in the City without first having procured a Short-Term Rental License from the City, and paying the license fee and any other fees associated with approval of an application for a license, hereinafter prescribed, and also without complying with any and all applicable provisions of this Section. A short-term rental license, however, shall not be required for any lawfully established bed and breakfast inn, motel, hotel, or timeshare development.

17.52.252.G Display of Short-Term Rental License.

The owner or owner representative shall cause a copy of the transient use license to be displayed in a prominent location within the interior of the transient use site, and shall provide a copy to each responsible tenant. Each internet or online advertisement, sign, circular, card, telephone book, or newspaper advertisement that indicates or represents a transient use site is available for transient or short-term rental purposes shall prominently display thereon the transient use License number assigned to that site by the City of Seaside.

17.52.252.H Separate Properties.

A separate short-term rental License shall be obtained for each separate transient use site. A single short-term rental License may be issued for multiple residential dwelling units under identical ownership at a single site. In all other circumstances, a separate License shall be required for each transient use site. A transient use License shall authorize the licensed owner to transact and carry on transient use of residential property only at the location and in the manner and subject to the limits designated in such License.

17.52.252.I Contents of License.

Every person required to have a License under the provisions of this Section shall make application to the City and tender payment of the prescribed application and License fee. Thereafter in accord with the provisions of this Section the City shall issue to such person a License which shall contain the following information:

(a) the name and contact information of the owner to whom the license is issued, and the name and contact information for the owner representative, if any;

(b) the transient use site to be licensed, and whether the license is for a hosted short-term rental or a non-hosted short-term rental;

(c) the date of expiration of such license;

(d) the maximum number of occupants aged 18 or order who are authorized to stay overnight at that transient use site determined by the City Building Official;

(e) the maximum number of motor vehicles allowed for use by overnight guests at that non-hosted transient use site based upon the available on-site parking as shown on the application site plan; and

(f) such other administrative information as may be necessary for the enforcement of the provisions of this Section.

17.52.252.J Application - First License.

Each short-term rental License shall be in the name of the owner of the real property upon which the short-term rental use is to be licensed and shall be valid until June 30, 2019. When a person first makes an application for a license pursuant to this section, such person shall furnish to the City a sworn Affidavit upon a form provided by the City setting forth the following information:

(a) the address of the transient use site to which the license shall apply, and all places of residence of the owner(s) of the transient use site;

(1) In the event an application is made for issuance of a license to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning the business;

(2) In the event an application is made for the issuance of a license to a corporation or a partnership, the application shall set forth the names and places of residence of the principal officers and all partners thereof.

(b) Each application shall set forth such information as may be therein required by the City and deemed necessary to estimate the annual transient occupancy tax to be charged for that property;

(c) the owner and applicant shall maintain a City business license at all times, and shall agree to collect and remit transient occupancy taxes on all gross receipts pertaining to the transient use site;

(d) each application shall identify the name, address, phone number and e-mail contact information of the owner and the owner representative;

(e) each application for a non-hosted license shall include a site plan anf floor plan which labels each room and the structures of the property, including the number of square footage of bedrooms and the number of off-street parking spaces;

(f) the owner shall affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas, and that fire extinguishers are accessible to protect the health and safety of the guests of the transient use site, and the applicant shall provide access and information to the fire inspector as needed to ensure health and safety for occupants of the transient use site; and

(g) such further information which the City may require to enable proper administration of the license.

The applicant shall remit all required annual fees in accord with the master fee schedule set by City Council Resolution. The applicant shall agree to renew and/or amend the license in accord with the requirements of this Section, and if there is a change in any material fact stated in the application.

17.52.252.K Renewal of License.

(a) In all cases, the applicant for the renewal of a license shall submit to the City on or before July 1, 2018 an application for renewal containing a sworn Affidavit upon a form to be provided by the City setting forth such information concerning the applicant's transient occupancy activity during the preceding calendar year as may be required by the City to enable the City to verify the amount of the transient occupancy tax paid by said applicant pursuant to the provisions of this Section.

(b) The applicant shall remit the annual license fee as set by Resolution at the same time as the renewal application. The applicant shall submit an annual sworn Affidavit affirming that smoke detectors are installed and maintained on all levels in all sleeping quarters and common ·areas and that fire extinguishers are accessible, and a carbon monoxide alarm is installed on each level. The applicant shall provide access and information to the inspector as may be needed to ensure health and safety for guests of the transient use site, in order to verity adequate egress from sleeping quarters and common area, and installation of accessible fire extinguishers, and a carbon monoxide alarm on each level.

17.52.252.L Change to license information.

(a) A request to amend any information provided on the license issued pursuant to· this Section shall be made within fourteen (14) days of any change of owner, a change of the owner representative, a change in any material fact upon which the License was issued, or if any other person acquires an ownership interest in the transient use site.

(b) In the event that the transient use site ownership transfers to an immediate family member by means of a gift or testamentary transfer the new owner of the property shall also acquire ownership of the existing short-term rental license until its expiration without paying additional fees. The new property title owner shall, within fourteen (14) days of transfer of ownership of the transient rental site, update the information provided on the license issued.

17.52.252.M Evidence of transient occupancy of residential property.

When any owner, owner representative or other person makes use of internet services, signs, circulars, cards, telephone books, or newspapers and/or advertises, holds out, or represents that he or she allows transient occupancy of residential property in the City, and such person fails to provide a sworn Affidavit to the City

that he or she does not allow transient occupancy of residential property in the City after being requested to do so, by the City, then such information shall be considered *prima facie* evidence that he or she is conducting a business in the City by allowing transient occupancy of residential property. Until proper evidence to the contrary is presented to the City, the City shall be entitled to presume that residential property is subject to the license required by this Section, and/or that the transient use of residential property has occurred at the subject property.

17.52.252.N Statement and records.

No statement shall be conclusive as to the matters set forth therein, nor shall the filing of such statement keep the City from collecting by appropriate action taxes and/or fees that are due and payable hereunder. In the event that the City deems it necessary, the City may require that an already licensed owner, or applicant for a License, submit verification of financial information necessary to calculate the transient occupancy tax due, or at the option of the already licensed owner or applicant, may authorize the City to examine records or business transactions to compute the transient occupancy tax that is owed. In addition an owner or applicant is required to furnish proof an affidavit that the subject property was used as a short term rental 12 months prior to April 10, 2018.

17.52.252.O Failure to file statement or corrected statement.

If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the City the licensed owner or applicant fails to file a corrected statement, or if any person subject to the tax imposed by this Section fails to apply for a license, the City may determine the amount of tax due from such person by means of such information as City may be able to obtain and shall give written notice thereof to such person. Delinquent payment shall be subject to penalties calculated in the same manner as set forth in SMC Section 3.24.

17.52.252.P Transient Occupancy Tax

The owner or owner representative shall comply with all the requirements of SMC Chapter 3.24 "Transient Occupancy Tax". For the purposes of SMC Chapter 3.24.010, a short-term rental shall qualify as a "hotel". The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24.

Transient Occupancy Tax collected for short-term rentals shall be set aside in a separate fund account.

17.52.252.Q Appeal of Tax

Any person aggrieved by any decision of the City with respect to the amount of the transient occupancy tax or fees associated thereto may appeal to the administrative enforcement hearing office panel by filing a notice of appeal with the City Clerk within fifteen (15) calendar days after receipt of written notice from the City. The hearing officer assigned by the panel shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of hearing by serving it personally or by depositing in the United States Post Office at Seaside, California, postage prepaid, addressed to such person at his or her last known address. The hearing office shall have authority to determine all questions raised by such appeal, provided, however, that no such determination shall conflict with any substantive provision of this Chapter.

17.52.252.S Additional Power of City.

In addition to all other power conferred upon the City, the property owner/applicant shall have the power, for good cause shown:

(a) to extend the time for filing any required sworn Affidavit or application for a period not

exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued; and

(b) Whenever any fee, tax or penalty pursuant to this Section is due and payable but has not been satisfied in full within ninety (90) days and/or has not been successfully by a timely writ of mandate, such amounts shall constitute a lien against the real property, and be subject to the processes set forth in the SMC.

17.52.252.T License Non-transferrable - ChangedLocation.

No license issued pursuant to this Section shall be transferable to any other person or location, except as notes in section 17.52.252.2 (B).

17.52.252.U License Denial or Revocation.

Any application for a license may be denied, and any License issued pursuant to this Section may be revoked. Substantial evidence shall be presented as to why the application should be denied, or the license should be revoked for any reasons, including but not limited to:

(a) a false material statement or misrepresentation has been made in, or in support of, theapplication;

(b) a change occurs in any material fact upon which the License was issued that has not been reported to the City as a change to the required license content within fourteen (14) days;

(c) the transient use site, or any other location owned by the owner or applicant, has been the site of a violation of any provision of law, or otherwise fails to meet sanitation or health standards of the neighborhood, within the twelve (12) months immediately preceding;

(d) the owner, owner representative or applicant has been convicted of any crime involving moralturpitude;

(e) the owner, owner representative or applicant has failed to **timely** respond to two (2) or more complaints withinthe twelve (12) months immediately preceding; and

(f) the owner, applicant, guest or any occupant of a transient use site regularly engages in disorderly conduct, violates provisions of this code or any state law pertaining to noise, disorderly conduct, or uses illegal drugs.

17.52.252.V Appeal of Revocation or Suspension.

Any person who has been denied a License or to whom notice of revocation of suspension of a License has been mailed may appeal to the administrative enforcement hearing panel under SMC Section 2.58, pursuant to a request for hearing under SMC Section 2.58. Notice of the proceeding shall conform to SMC Section 2.58.080, and the hearing shall conform to the process set in SMC Section 2.58.090. The hearing officer shall *have* authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this Section. Any applicant or License holder whose License shall have been denied or revoked shall be ineligible for a two (2) year period from applying for a new License. No person whose License has been revoked shall continue to engage in, or carry on, the activity for which the License was granted unless and until such License has been reinstated or reissued. The decision of the hearing officer shall be final. Notice of the decision, and the opportunity for judicial review, shall conform to SMC Section2.58.180.

17.52.252.W Penalties.

Penalties as set forth in SMC Section 17.80.050 may be imposed for failure to comply with the provisions of SMC Section or this Section, with respect to:

{a) Any owner, owner representative, or person who transacts or carries on any activity relating to or supporting the transient use of residential property in the City without first having procured and complied with a transient use License from the City to do so, and paying all applicable license fees shall be subject to administrative penalties as set forth in SMC Section 17.80.050.A,including administrative penalties imposed by a hearing officer for violation of any provisions of this Code in an amount not to exceed a maximum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) per day for each continuing violation, exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations, and/or forfeiture of all rents received during the period transient use was allowed without a transient use License, whichever amount is greater.

(b)Any owner, owner representative, or person who carries on any activity that advertises to the surrounding neighborhood that the site has been licensed to allow, or is used for, transient occupancy, and who has failed to timely remedy this violation in response to two (2) or more complaints, shall be subject to administrative penalties;

(c)Any owner, owner representative, responsible tenant or person who allows a transient use site to be used or maintained in a manner detrimental to the peace, public health, safety or general welfare of persons or property of the neighborhood or the public, and fails to timely remedy this violation in response to two or more complaints;

(d)Any owner, owner representative, responsible tenant or person who allows impermissible or inappropriate behavior at the transient use site or action that exceed the limits on transient use following two (2) or more complaints;

(e)Limits upon administrative penalties in the SMC Section shall not apply to any violation of this Section.

17.52.252.V Liens.

Whenever the amount of any penalty, forfeiture, and/or administrative cost imposed by a hearing officer pursuant to this Section or to SMC Section has not been satisfied in full within ninety (90) days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien against the real property on which the violation occurred, and be subject to the processes set forth in SMC.

ORDINANCE NO. 18-XX

AN ORDINANCE OF THE CITY OF SEASIDE APPROVING TEXT AMENDMENTS TO CHAPTER 3.24 OF THE SEASIDE MUNICIPAL CODE

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

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

Section 2. On September 21, 2017 and October 19, 2017, the City Council held special study sessions to discuss concerns regarding the transient use of residential dwellings as a short-term rental, and whether to pursue an Ordinance regulating this type of land use. A transient use is subject to the collection of a transient occupancy tax (TOT) for a rental from one day to no longer than thirty days. Other discussion points were economic impacts, neighborhood compatibility, noise, safety, cultural enrichment and affordable housing.

Section 3. On February 14, 2018 and, April 11, 2018, the Seaside Planning Commission held a public hearings to provide the City Council with a recommendation on the proposed text amendments and considered all oral comments and written information concerning the proposed Ordinance in making its recommendation to the City Council; and

Section 4. On May 3, 2018, the Seaside City Council introduced the first reading of the draft Ordinance and considered oral comments and written information concerning this Ordinance at a duly noticed public hearing and acted to continue the first reading to address comments and issues that the City Council discussed should be included in the proposed Ordinance; and

Section 5. On June 21, 2018, the Seaside City Council re-introduced the first reading of the draft Ordinance and considered oral comments and written information concerning this Ordinance at a duly noticed public hearing; and on the basis of the record thereof finds the following facts to be true;

Findings:

1. The proposed text amendments to Chapter 3.24 of the Seaside Municipal Code are consistent with the goals and policies of all elements of the General Plan.

   Evidence: The proposed text amendments will preserve and enhance the residential character of the community.

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

Evidence: This Ordinance will include regulations and the collection of TOT to ensure neighborhood compatibility and the protection of the health, safety, and welfare of the City's residents.

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

Evidence: The City prepared an Initial Study and Mitigated Negative Declaration to review the Ordinance pursuant to the California Environmental Quality Act (CEQA), and this Ordinance has been mitigated to a point where the proposed project will not have the potential to significantly degrade the environment; will have no significant impact on the long-term environmental goals; will have no significant cumulative effect upon the environment; and will not cause substantial adverse effects on human beings, either directly or indirectly.

Section 6. The proposed amendments to Chapter 3.24 the Seaside Municipal Code consist of the text amendments to Section 3.24.010 – Definitions - of the Seaside Municipal Code to add new language to include a Short-Term Rental of a dwelling as a hotel use subject to the collection of. TOT and add new Section 3.24.121 directing that the collection of TOT from a short-term rental shall be placed in separate fund account by the Finance Director whereby 50% would be reserved for affordable housing projects authorized by the City Council and 50% would be reserved for neighborhood improvement projects authorized by the Neighborhood Improvement Commission. The text amendments are listed below:

*** Proposed added text is shown with bold underline (Underline)**

Section 3.24.010:

Short-Term Rental means a dwelling unit where the owner with the majority interest in the residential property, or an owner holding an equal shared interest if no other owner owns a greater interest, allows for a habitable portion thereof in part or as a whole for the transient use occupancy by visitors the same as for a "hotel".

Section 3.24.121 Affordable Housing and Neighborhood Improvement

A. 50% of the Transient Occupancy Tax collected from short-term rentals shall be set-aside in the City of Seaside Housing Fund to be used to assist with affordable housing projects/activates in accordance with the direction of the City Council and 50% of the Transient Occupancy Tax shall be directed toward community and neighborhood park improvements, with recommendations to the City Council by the Neighborhood Improvement Commission.

Section 5. Severability.

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

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

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

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

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside on the 21st day of June, 2018, and

PASSED AND ADOPTED by the City Council of the City of Seaside on the 5th day of July, 2018, by the following roll call vote**:**

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

APPROVED:

_____
Ralph Rubio, Mayor

ATTEST:

_____
Lesley Milton, City Clerk

Exhibit “A”

A new Municipal Code Section 17.52.251 entitled, "Short-Term Rental" is added by the addition of all text shown as follows:

17.52.251.A Definitions. For the purpose of this Section certain terms used herein have the meanings set forth in this chapter, and such meaning shall prevail in case of conflict with the definitions set forth inSMC.

(1) “Person” means an individual or a group of individuals, association, firm, partnership, entity, public or corporation or other private.

(2) "Owner" means the person who possesses fee title to a transient use site.

(3) "Owner representative" means any person authorized by the owner to fully manage the transient usesite.

(4) "Local Contact Person" shall be the person designated by the owner or the owner's authorized representative who shall be available twenty-four hours per day, seven days per week for the purpose of responding within sixty minutes to complaints related to the short-term rental and taking remedial action to resolve such complaints.

(5) “Remuneration” means compensation, money, rent or other bargained for consideration given in return for occupancy, possession or use of real property.

(6) "Residential property" means any dwelling unit, except those dwelling units lawfully established as second units established pursuant to Chapter 17.12 of the SMC or as part of a bed and breakfast inn, motel, hotel, timeshare development, or other transient use.

(7) "Hosted short-term rental" means a dwelling unit where the owner with the majority interest in the residential property, or an owner holding an equal shared interest if no other owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers the dwelling or a habitable portion thereof for transient occupancy by others, and is present during the occupancy of the “Hosted short-term rental”.

(8) "Non-hosted short-term rental" means a dwelling unit that is offered for transient occupancy where the owner or shared ownership interest does not occupy the dwelling offered for transient occupancy as his or her principal residence.

(9) "Guest" means the overnight occupant(s) renting the short-term rental for a specified period of one day and no longer than thirty days and the visitors of the overnight occupants.

(10) "Good Neighbor Brochure" means a brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to short-term rentals.

(11) Transient" means a period of not less than one (1) day and one (1) night nor more than thirty (30) consecutive calendar days.

(12) "Responsible tenant/guest" means a person aged 18 or older who has received notice of occupancy, parking and other limits and regulations that apply to the transient use site, and who has agreed to be responsible to ensure that impermissible or inappropriate behavior does not occur at the transient use site.

including , but not limited to, all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental.

(13) "Transient use of residential property" means the commercial use by any person of residential property for transient lodging uses where the term of occupancy, possession or tenancy of the property by the person entitled to such occupancy, possession or tenancy is less than thirty (30) consecutive calendar days.

(14) "Transient use site" and "transient use" mean property occupied and used for transient or short-term rental purposes.

(15) "Use" means the purpose for which land or premises of a building thereon is designed, arranged or intended, or for which it is or may be occupied or maintained.

(16) Transient use of residential property for remuneration is prohibited except (1) as otherwise expressly licensed by this title, or (2) when such use is licensed by a transient use License issued in accord with SMC Section 17.52.252.

(b) Liability and Enforcement.

(1) Any owner, owner representative, responsible tenant, person acting as agent, real estate broker, real estate sales agent, property manager or otherwise who uses, arranges, or negotiates for the use of, or allows the use of residential property in violation of the provisions of this chapter is guilty of an infraction subject to an administrative citation for each day in which such residential property is used, or allowed to be used, in violation of thischapter.

(2) Violations of this Ordinance shall be treated as a public nuisance and strict liability offense regardless of intent.

(3) A violation of any provision of this Ordinance by any of the guests, owners or operators shall constitute grounds to suspend or revoke a short-term rental license.

New SMC Section 17.52.252 entitled,"Short-Term Rental License", is added asfollows:

17.52.252.A Statement of Purpose.

The purpose of this chapter is to establish a licensing process, together with appropriate standards that regulate short- term rental of single-family and multi-family dwellings in residential districts, to minimize negative secondary effects of short-term rental use on surrounding neighborhoods; and to preserve the character of neighborhoods in which any such use occurs. This chapter addresses traffic, noise and density; ensures health, safety and welfare of neighborhoods as well as of renters and guests patronizing short-term rentals; and imposes limits on the number of licenses issued to ensure long-term availability of the affordable housing stock. This chapter also sets regulations to ensure enforcement of these standards, and collection and payment of fees and transient occupancytaxes.

This chapter shall not provide any property owner with the right or privilege to violate any private conditions, covenants or restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short- term rental purposes as defined in thischapter.

The City Council finds adoption of a comprehensive code to regulate issuance of, and conditions attached to, short-term rental is necessary to protect the public health, safety and welfare. The purposes of this chapter are to provide a licensing system and to impose operational requirements in order to minimize the potential adverse impacts of transient uses on residential neighborhoods.

The City Council finds the regulation of short-term rental uses, including its non-transferability provisions, to be a valid exercise of the City's police power in furtherance of the legitimate governmental interests documented in this chapter.

17.52.252.B Definitions.

(a) The terms "personal", "owner, "owner representative, "local contact person" , remuneration", "residential property", "hosted short-term rental", "non-hosted short-term rental", "guest", "Good Neighbor Brochure", "transient", "responsible tenant/guest", "transient use of residential property", "transient use site", "transient use", "use", as used in this chapter are given the same definition as those definitions set forth in SMC Section 17.52.251.

17.52.252.C Allowed Use.

(a) Transient use of residential property for remuneration is allowed pursuant to SMC Section 17.52.251 or this chapter; provided that a separate Short-Term Rental License has first been granted and validly maintained for each transient usesite.

(b) Each transient use must meet all the requirements of this Section. Short-Term Rental Licenses are issued for a one (1) year term. No guarantee is given or implied that Short-Term Rental License will be extended or renewed for a term subsequent to its expiration.

(c) For the purposes of this Section the City recognizes and sets discrete requirements for each of two different classes of Short-Term Rental Licenses. These are Hosted Short-Term Rental and Non-Hosted Short-Term Rental.

(d) Each contract or tenancy that allows transient use shall identify the name, address, phone number and e-mail contact information of at least one responsible tenant who has been informed of, and has agreed to abide by, occupancy, parking and other limits that apply to that transient use.

(e) For each initial Short-Term Rental License, and each license renewal, the applicant and each property owner shall submit an inspection report that provides and verifies information, in the form and manner required by the City and the Chief Building Official, to ensure the property is safe and habitable for its intended use, including verification of adequate egress from sleeping quarters and common area, installation of accessible fire extinguishers, and a carbon monoxide alarm on each level, and that the property exists in accord with appropriate land use and buildingLicenses.

(f) The owner or owner representative shall cause notice of the application or any license renewal, and of any hearing on the application or renewal, to be posted and mailed to notify neighbors within 100 feet of the short-term rental licensed site. The notice shall include a statement of the maximum number of guests licensed to stay inthe short-term rental.

17.52.252.D Short-Term Rental License Caps

All short term rentals found to be in existence prior to April 10, 2018 are hereby approved for the period of one (1) year from the effective date of this ordinance.

In years 2019 and beyond the City Council my establish the maximum allowable number of hosted and non-hosted short-term rental licensees annually by Resolution at the second regularly scheduled City Council meeting in July, and in doing so, will project forward the maximum allowable number of non-hosted short-term rental licenses for a period not to exceed three (3) years.

17.52.252.E **Limits on Transient Use.**

Transient use of residential property for remuneration allowed by SMC Section 17.52.251 or this Section shall besubject to each and every limitation in thisSection:

(a) Each contract or tenancy that enables transient use shall be in writing, and identify thereon the name, address, phone number and e-mail contact information of:

(1) the owner;

(2) the owner representative; and

(3) at least one responsible tenant occupying the transient site who shall be responsible for all limits required by this section.

(b) Each non-hosted contract or tenancy shall identify the name, address, phone number and e-mail contact information of at least one responsible tenant who has been informed by the owner or owner representative of the occupancy, parking and other limits that apply to transient use by this Section and shall be informed of residential parking and noise limits, including but not limited to SMC Section 9.12, the City codes that regulate unlawful noises.

(c) Trash and refuse shall not be left stored within public view, except in proper containers for purpose of collection by the City's authorized wastehauler.

(d) A short-term rental shall not change the residential character of the outside appearance of the residence including · color, material, lighting or any advertising mechanism, including **"vacation rental" signs.**

(e) Guests of the short-term rental shall comply with City of Seaside Municipal Code Chapter 9.12 regulating noise, including quiet hours between the hours of 10:00 p.m. and 7:00 **a.m.**

(f) The owner or owner representative for all non-hosted short-term rentals shall post the in a prominent location within the short-term rental

(a) owner or owner representative name and telephone number

(b) local contact person name and telephonenumber;

(c) telephone number for Department and Seaside Code Enforcement; the Seaside Police

(d) the maximum number of parking spaces available onsite;

(e) trash pick-up day and applicable rules and regulations;

(f) a copy of City of Seaside NoiseRegulations;

(g) a copy of the Good Neighbor Brochure; and

(h) Notification that a guest, local contact person, responsible person or owner may be cited and/or fined by the City in accordance with this Ordinance.

(g) The transient use site:

(1) shall be used and maintained in a manner consistent with the character of the neighborhood;

(2) shall not impair the desirability of investment or occupation of the surrounding neighborhood; and

(3) shall not have displayed thereon any sign that indicates the property is used or available for transient or short-term rental purposes.

(h) Owner and Owner representative shall each use their best efforts, and respond in a reasonable and timely manner, to ensure that every occupant of the transient use site does not create or contribute to unreasonable use of the property, cause unreasonable noise or disturbance, engage in disorderly or unlawful conduct, or overcrowd the site.

(i) Local contact person shall be on-call full-time (24 hours per day, 7 days per week) to manage the property and shall be able to be physically present at the transient use site within sixty (60) minutes of request during any time the property is occupied for transient use. Within 24 hours of the time an initial call is attempted the owner, owner representative or local contact person shall use his or her best efforts to prevent the recurrence of such conduct by the occupants and take corrective action to address any violation. Failure to respond timely to two (2) or more complaints regarding guest violations is grounds for penalties as set forth in this chapter. The owner, owner representative or local contact person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within sixty (60) minutes of request.

(j) The maximum number of occupants aged 18 or older authorized to stay overnight at any transient use site shall be determined by the City Building Official.

(k) Each designated on-site parking space at a non-hosted transient use site shall be made available for use by overnight occupants of that site and any on-site driveway must be available for the use of the guests of the site.

(l) Amplified sound that is audible beyond the property boundaries of the transient use site is prohibited.

(m) Commercial functions, and other similar events are prohibited at the transient use site.

17.52.252.F Short-Term Rental License.

It is unlawful for any person to transact and carry on any business relating to or supporting the transient use of residential property in the City without first having procured a Short-Term Rental License from the City, and paying the license fee and any other fees associated with approval of an application for a license, hereinafter prescribed, and also without complying with any and all applicable provisions of this Section. A short-term rental license, however, shall not be required for any lawfully established bed and breakfast inn, motel, hotel, or timeshare development.

17.52.252.G Display of Short-Term Rental License.

The owner or owner representative shall cause a copy of the transient use license to be displayed in a prominent location within the interior of the transient use site, and shall provide a copy to each responsible tenant. Each internet or online advertisement, sign, circular, card, telephone book, or newspaper advertisement that indicates or represents a transient use site is available for transient or short-term rental purposes shall prominently display thereon the transient use License number assigned to that site by the City of Seaside.

17.52.252.H Separate Properties.

A separate short-term rental License shall be obtained for each separate transient use site. A single short-term rental License may be issued for multiple residential dwelling units under identical ownership at a single site. In all other circumstances, a separate License shall be required for each transient use site. A transient use License shall authorize the licensed owner to transact and carry on transient use of residential property only at the location and in the manner and subject to the limits designated in such License.

17.52.252.I Contents of License.

Every person required to have a License under the provisions of this Section shall make application to the City and tender payment of the prescribed application and License fee. Thereafter in accord with the provisions of this Section the City shall issue to such person a License which shall contain the following information:

(a) the name and contact information of the owner to whom the license is issued, and the name and contact information for the owner representative, if any;

(b) the transient use site to be licensed, and whether the license is for a hosted short-term rental or a non-hosted short-term rental;

(c) the date of expiration of such license;

(d) the maximum number of occupants aged 18 or order who are authorized to stay overnight at that transient use site determined by the City Building Official;

(e) the maximum number of motor vehicles allowed for use by overnight guests at that non-hosted transient use site based upon the available on-site parking as shown on the application site plan; and

(f) such other administrative information as may be necessary for the enforcement of the provisions of this Section.

17.52.252.J Application - First License.

Each short-term rental License shall be in the name of the owner of the real property upon which the short-term rental use is to be licensed and shall be valid until June 30, 2019. When a person first makes an application for a license pursuant to this section, such person shall furnish to the City a sworn Affidavit upon a form provided by the City setting forth the following information:

(a) the address of the transient use site to which the license shall apply, and all places of residence of the owner(s) of the transient use site;

(1) In the event an application is made for issuance of a license to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning the business;

(2) In the event an application is made for the issuance of a license to a corporation or a partnership, the application shall set forth the names and places of residence of the principal officers and all partners thereof.

(b) Each application shall set forth such information as may be therein required by the City and deemed necessary to estimate the annual transient occupancy tax to be charged for that property;

(c) the owner and applicant shall maintain a City business license at all times, and shall agree to collect and remit transient occupancy taxes on all gross receipts pertaining to the transient use site;

(d) each application shall identify the name, address, phone number and e-mail contact information of the owner and the owner representative;

(e) each application for a non-hosted license shall include a site plan anf floor plan which labels each room and the structures of the property, including the number of square footage of bedrooms and the number of off-street parking spaces;

(f) the owner shall affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas, and that fire extinguishers are accessible to protect the health and safety of the guests of the transient use site, and the applicant shall provide access and information to the fire inspector as needed to ensure health and safety for occupants of the transient use site; and

(g) such further information which the City may require to enable proper administration of the license.

The applicant shall remit all required annual fees in accord with the master fee schedule set by City Council Resolution. The applicant shall agree to renew and/or amend the license in accord with the requirements of this Section, and if there is a change in any material fact stated in the application.

17.52.252.K Renewal of License.

(a) In all cases, the applicant for the renewal of a license shall submit to the City on or before July 1, 2018 an application for renewal containing a sworn Affidavit upon a form to be provided by the City setting forth such information concerning the applicant's transient occupancy activity during the preceding calendar year as may be required by the City to enable the City to verify the amount of the transient occupancy tax paid by said applicant pursuant to the provisions of this Section.

(b) The applicant shall remit the annual license fee as set by Resolution at the same time as the renewal application. The applicant shall submit an annual sworn Affidavit affirming that smoke detectors are installed and maintained on all levels in all sleeping quarters and common areas and that fire extinguishers are accessible, and a carbon monoxide alarm is installed on each level. The applicant shall provide access and

information tothe inspector as may be needed to ensure health and safety for guests of the transient use site, in order to verity adequate egress from sleeping quarters and common area, and installation of accessible fire extinguishers, and a carbon monoxide alarm on each level.

17.52.252.L Change to license information.

(a) A request to amend any information provided on the license issued pursuant to· this Section shall be made within fourteen (14) days of any change of owner, a change of the owner representative, a change in any material fact upon which the License was issued, or if any other person acquires an ownership interest in the transient use site.

(b) In the event that the transient use site ownership transfers to an immediate family member by means of a gift or testamentary transfer the new owner of the property shall also acquire ownership of the existing short-term rental license until its expiration without paying additional fees. The new property title owner shall, within fourteen (14) days of transfer of ownership of the transient rental site, update the information provided on the license issued.

17.52.252.M Evidence of transient occupancy ofresidential property.

When any owner, owner representative or other person makes use of internet services, signs, circulars, cards, telephone books, or newspapers and/or advertises, holds out, or represents that he or she allows transient occupancy of residential property in the City, and such person fails to provide a sworn Affidavit to the City that he or she does not allow transient occupancy of residential property in the City after being requested to do so, by the ·City, then such information shall be considered *prima facie* evidence that he or she is conducting a business in the City by allowing transient occupancy of residential property. Until proper evidence to the contrary is presented to the City, the City shall be entitled to presume that residential property is subject to the license required by this Section, and/or that the transient use of residential property has occurred at the subject property.

17.52.252.N Statement and records.

No statement shall be conclusive as to the matters set forth therein, nor shall the filing of such statement keep the City from collecting by appropriate action taxes and/or fees that are due and payable hereunder. In the event that the City deems it necessary, the City may require that an already licensed owner, or applicant for a License, submit verification of financial information necessary to calculate the transient occupancy tax due, or at the option of the already licensed owner or applicant, may authorize the City to examine records or business transactions to compute the transient occupancy tax that is owed. In addition an owner or applicant is required to furnish proof an affidavit that the subject property was used as a short term rental 12 months prior to April 10, 2018.

17.52.252.O Failure to file statement or corrected statement.

If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the City the licensed owner or applicant fails to file a corrected statement, or if any person subject to the tax imposed by this Section fails to apply for a license, the City may determine the amount of tax due from such person by means of such information as City may be able to obtain and shall give written notice thereof to such person. Delinquent payment shall be subject to penalties calculated in the same manner as set forth in SMC Section 3.24.

17.52.252.P Transient Occupancy Tax

The owner or owner representative shall comply with all the requirements of SMC Chapter 3.24 "Transient Occupancy Tax". For the purposes of SMC Chapter 3.24.010, a short-term rental shall qualify as a "hotel". The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24.

Transient Occupancy Tax collected for short-term rentals shall be set aside in a separate fund account.

17.52.252.Q Appeal of Tax

Any person aggrieved by any decision of the City with respect to the amount of the transient occupancy tax or fees associated thereto may appeal to the administrative enforcement hearing office panel by filing a notice of appeal with the City Clerk within fifteen (15) calendar days after receipt of written notice from the City. The hearing officer assigned by the panel shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of hearing by serving it personally or by depositing in the United States Post Office at Seaside, California, postage prepaid, addressed to such person at his or her last known address. The hearing office shall have authority to determine all questions raised by such appeal, provided, however, that no such determination shall conflict with any substantive provision of this Chapter.

17.52.252.S Additional Power of City.

In addition to all other power conferred upon the City, the property owner/applicant shall have the power, for good cause shown:

(a) to extend the time for filing any required sworn Affidavit or application for a period not exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued; and

(b) Whenever any fee, tax or penalty pursuant to this Section is due and payable but has not been satisfied in full within ninety (90) days and/or has not been successfully by a timely writ of mandate, such amounts shall constitute a lien against the real property, and be subject to the processes set forth in the SMC.

17.52.252.T License Non-transferrable - ChangedLocation.

No license issued pursuant to this Section shall be transferable to any other person or location, except as notes in section 17.52.252.2 (B).

17.52.252.U License Denial or Revocation.

Any application for a license may be denied, and any License issued pursuant to this Section may be revoked. Substantial evidence shall be presented as to why the application should be denied, or the license should be revoked for any reasons, including but not limited to:

(a) a false material statement or misrepresentation has been made in, or in support of, theapplication;

(b) a change occurs in any material fact upon which the License was issued that has not been reported to the City as a change to the required license content within fourteen (14) days;

(c) the transient use site, or any other location owned by the owner or applicant, has been the site of a violation of any provision of law, or otherwise fails to meet sanitation or health standards of the neighborhood, within the twelve (12) months immediately preceding;

(d) the owner, owner representative or applicant has been convicted of any crime involving moralturpitude;

(e) the owner, owner representative or applicant has failed to **timely** respond to two (2) or more complaints withinthe twelve (12) months immediately preceding; and

(f) the owner, applicant, guest or any occupant of a transient use site regularly engages in disorderly conduct, violates provisions of this code or any state law pertaining to noise, disorderly conduct, or uses illegal drugs.

17.52.252.V Appeal of Revocation or Suspension.

Any person who has been denied a License or to whom notice of revocation of suspension of a License has been mailed may appeal to the administrative enforcement hearing panel under SMC Section 2.58, pursuant to a request for hearing under SMC Section 2.58. Notice of the proceeding shall conform to SMC Section 2.58.080, and the hearing shall conform to the process set in SMC Section 2.58.090. The hearing officer shall *have* authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this Section. Any applicant or License holder whose License shall have been denied or revoked shall be ineligible for a two (2) year period from applying for a new License. No person whose License has been revoked shall continue to engage in, or carry on, the activity for which the License was granted unless and until such License has been reinstated or reissued. The decision of the hearing officer shall be final. Notice of the decision, and the opportunity for judicial review, shall conform to SMC Section2.58.180.

17.52.252.W Penalties.

Penalties as set forth in SMC Section 17.80.050 may be imposed for failure to comply with the provisions of SMC Section or this Section, with respect to:

{a) Any owner, owner representative, or person who transacts or carries on any activity relating to or supporting the transient use of residential property in the City without first having procured and complied with a transient use License from the City to do so, and paying all applicable license fees shall be subject to administrative penalties as set forth in SMC Section 17.80.050.A,including administrative penalties imposed by a hearing officer for violation of any provisions of this Code in an amount not to exceed a maximum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) per day for each continuing violation, exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations, and/or forfeiture of all rents received during the period transient use was allowed without a transient use License, whichever amount is greater.

(b)Any owner, owner representative, or person who carries on any activity that advertises to the surrounding neighborhood that the site has been licensed to allow, or is used for, transient occupancy, and who has failed to timely remedy this violation in response to two (2) or more complaints, shall be subject to administrative penalties;

(c)Any owner, owner representative, responsible tenant or person who allows a transient use site to be used or maintained in a manner detrimental to the peace, public health, safety or general welfare of persons or property of the neighborhood or the public, and fails to timely remedy this violation in response to two or more complaints;

(d)Any owner, owner representative, responsible tenant or person who allows impermissible or inappropriate behavior at the transient use site or action that exceed the limits on transient use following two (2) or more complaints;

(e)Limits upon administrative penalties in the SMC Section shall not apply to any violation of this Section.

17.52.252.V = Liens.

Whenever the amount of any penalty, forfeiture, and/or administrative cost imposed by a hearing officer pursuant to this Section or to SMC Section has not been satisfied in full within ninety (90) days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien against the real property on which the violation occurred, and be subject to the processes set forth in SMC.

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: July 5, 2018

SUBJECT: **ADOPTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2 ADDING 2.15 CITY COUNCIL LIAISONS AND AMENDING 2.24 UPDATING THE NAME OF THE NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION (SECOND READING-ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

To adopt an ordinance amending Seaside Municpal Code adding Chapter 2.15 City Council Liaisons and removing the word "Program" from the Neighborhood Improvement Program Commission from Chapter 2.24

BACKGROUND

Boards and Commissions are established in order to provide independent recommendations to Council and in some instances, to make independent decisions and take administrative actions. The Boards and Commissions play an important role by being visible in the community and bringing a broad representation of community input into the City process. Many cities have assigned Council Liaisons as a way to have direct communication with advisory bodies or with community organizations to answer questions pertaining to Council priorities and policy guidance.

During the June 7, 2018 City Council meeting the Council discussed assigning Council liaisons to Boards and Commissions and approved the structure it wished to codify into the Code. As directed, the draft ordinance attached is amending Seaside Municipal Code adding Chapter 2.15 City Council Liaisons with the outlining structure to define purpose, appointment process, role of the liaison, communication and attendance.

Additionally, the Neighborhood Improvement Program Commission voted to change their name at their March 6, 2018 regular meeting. This has actually been a topic for quite some time with the Commission. The reasoning for them considering the name change was because they believe

that Neighborhood Improvement Program Commission sounds redundant, therefore they voted to just call themselves the Neighborhood Improvement Commission.

Staff is recommending the City Council approve the draft ordinance adding Chapter 2.15 City Council Liaisons to the municipal code and updating chapter 2.24 to remove the word Program from the Neighborhood Improvement Program Committee.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2 CREATING THE POSITION OF CITY COUNCIL LIAISONS AND UPDATING THE NAME OF THE NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION TO NEIGHBORHOOD IMPROVEMENT COMMISSION

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

Section 1. FINDINGS AND PURPOSES.

A. The City Council of the City of Seaside finds it necessary and desirable to amend the Council Rules in the Seaside Municipal Code to provide for the creation and appointment of Council liaison positions.
B. The City Council desires to provide duties to Council liaisons but maintain the City's current Council form of government, which limits the Council to acting as a body
C. The City Council further desires to honor advisory body deliberations, views and positions on issues, and enhance communications between the City Council and advisory bodies
D. Amending Chapter 2.24 to modify the name of the Neighborhood Improvement Program Commission to eliminate the word "Program"

Section 2. AMENDING SEASIDE MUNICIPAL CODE ADDING CHAPTER 2.15 ESTABLISHING CITY COUNCIL LIAISONS

Subsection 2.15 is hereby added to the Seaside Municipal Code as follows:

Chapter 2.15
City Council Liaisons

Sections:
2.15.010 Purpose
2.15.020 Appointment
2.15.030 Role
2.15.040 Communication
2.15.050 - -Attendance

2.15.010 PURPOSE. The purpose of this section is to honor advisory body deliberations, views and positions on issues, and enhance communications between the City Council and advisory bodies

2.15.010 APPOINTMENT. Appointment as a Council Liaison is made on a volunteer basis with City Council consensus. Council Members shall make requests known to serve as a Liaison to their fellow City Council members at the City Council Meeting which precedes the City Council

Meeting in which the appointment is agendized for City Council consensus.

2.15.020 ROLE. Council Liaisons do not serve as ex-officio members of the advisory bodies, and shall neither sit with the membership at meetings nor engage in prolonged debate or discussion at meetings. Council liaisons shall serve to gain a better understanding of the issues considered by the advisory body and communicate Council goals, as they may apply.

2.15.30 COMMUNICATION. A Council Liaison shall not take part in the deliberations of the commission. The purpose of the Liaison assignment is to facilitate communication and goodwill between the Council and advisory body. The Council Liaison must remain vigilant to the need to maintain their position as an impartial decision maker consistent with due process expectations, such that any official decision which may originate in an advisory body may having a fair and impartial hearing if it comes before the City Council.

2.15.040 ATTENDANCE. Attendance is not mandatory but is encouraged to the extent the Liaison is generally aware of advisory body practices and issues which come before it.

Section 3. AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.24 NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION

The City of Seaside Municipal Code Sections 2.24 is hereby amended to read as follows:

Chapter 2.24

NEIGHBORHOOD IMPROVEMENT ~~PROGRAM~~ COMMISSION

Sections:
2.24.010 Created.
2.24.020 Composition and terms of office.
2.24.030 Duties.
2.24.040 Objectives.

2.24.010 Created. There is created a neighborhood improvement ~~program~~ commission. (Ord. 773 § 1 (Exh. A), 1990)

2.24.020 Composition and terms of office. The commission shall consist of seven members. The appointed members shall hold office for three years. (Ord. 773 § 1 (Exh. A), 1990)

2.24.030 Duties. The commission shall be entrusted with, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in matters pertaining to general improvement of the neighborhoods within the city. (Ord. 773 § 1 (Exh. A), 1990)

2.24.040 Objectives. The objectives of the commission shall be as follows:
A. Beautification. To encourage citizens to beautify and upgrade their property and landscaping, and to remove items that adversely influence property values;
B. Code Enforcement. To encourage citizens to voluntarily comply with the various city codes

relating to the general appearance of the city;

C. Recommendations. To make recommendations to the city council on ways to improve the appearance of the city and to elicit voluntary cooperation to beautify and minimize vandalism in the city;

D. Community Organizations. To work with service clubs and civic organizations, as appropriate, to help clean up the city and to promote and implement programs which help achieve this goal. Also, to work towards the establishment of neighborhood block organizations to help encourage beautification and reduce vandalism in the neighborhoods;

E. Holiday Decorations. To encourage citizens and merchants to decorate their homes and businesses with Christmas decorations during the holiday season and to appropriately display the United States flag on national holidays;

F. Conduct Hearings. To conduct administrative hearings pursuant to Chapter 8.30 SMC relating to property maintenance. (Ord. 773 § 1 (Exh. A), 1990)

Section 4. SEVERABILITY.

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

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 5. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED by the City Council of the City of Seaside on the 21st day of June 2018.

PASSED AND ADOPTED at a regular City Council meeting duly held on the_____ day of _____, 2018 by the following vote:

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

APPROVED:

_____
Ralph Rubio, Mayor

ATTEST:

_____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: July 5, 2018

SUBJECT: **RESOLUTION APPROVING THE DESIGN FOR THE IMPROVEMENTS TO CUTINO PARK**

PURPOSE & RECOMMENDATION

The purpose of the item is to provide an opportunity for the City Council to consider adopting a resolution approving the design of the Multi-Use Field and Skate Park at Cutino Park.

BACKGROUND

Cutino Park is situated between San Pablo Avenue and La Salle Avenue east of Noche Buena Street adjacent to the Boys and Girls Club. This park, with proposed renovations, would provide increased recreational space and recreational offerings to the community. It would serve a larger number of youth and families and improve the quality of life of our residents.

On December 15, 2016, the City Council authorized $200,000 for the preliminary design of the Cutino Park Improvements Project. Staff released a Request for Proposal (RFP) on April 24, 2017 to retain professional services to design the improvements. Through their proposal, interview and presentation, Verde Design (Verde) demonstrated they understood the City's goals for Cutino Park and had the staff and experience to design multi-use athletic facilities. Therefore Verde was selected as the most qualified firm to provide design services.

The proposed improvements to the park include field renovations to incorporate synthetic turf for multi-use sport activities; new play structures; storage, restrooms, and concession facility renovations; new skate park and relocated basketball area; field lighting and restroom security enhancements; and ADA upgrades for pathways, entrances, and viewing areas.

On December 21, 2017, the City Council approved the 30% design and directed staff to proceed with finalizing the design for the multi-use field and Skate Park. On February 1, 2018, the City Council awarded a contract amendment to Verde to prepare construction documents, including plans and specifications, for the multi-use field and Skate Park. The draft final plans are attached hereto. The approved plans will be incorporated into bidding documents for

construction of the improvements. Bids are expected to be received in August and the lowest responsible and responsive bidder would be presented to City Council for review and approval. Construction could therefore begin in late 2018 and is expected to be completed 6 months later.

It is recommended that the City Council adopt a resolution approving the design of the Multi-Use Field and Skate Park for Cutino Park.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301, "Existing Facilities" the following actions are categorically exempt;

"… repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, … involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination."

The proposed project consists of repairs, maintenance, and minor alterations to the existing public park facility and reorganizing and renovating existing on□site amenities to increase ADA accessibility and provide increased security. The proposed project does not increase the size of the park.

In accordance with the CEQA, none of the exceptions listed in the CEQA Guidelines Section 15300.2 (a through f) would apply to the proposed project. Therefore the Class I categorical exemption is appropriate and no further environmental documentation is required. Notice of Exemption was filed with the Monterey County Clerk on January 23, 2018.

FISCAL IMPACT

There is no fiscal impact associated with approving the design.

ATTACHMENTS

1. Resolution Approving Design Cutino Park
2. Cutino Improvement Plans

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE DESIGN FOR PHASE 1 IMPROVEMENTS FOR THE CUTINO PARK MULTI-USE FIELD AND SKATE PARK

WHEREAS, the Cutino Park Improvements project have been identified in the FY 2017/2018 Capital Improvement Program; and

WHEREAS, proposed improvements include field renovations, upgrades to the restrooms and snack shack, new skate park, upgrades to the basketball court, upgrades to the field lighting, and ADA upgrades for pathways, entrances, and viewing areas, and

WHEREAS, the project has been divided into phases with the ADA Improvements being constructed first due to funding source deadline; and

WHEREAS, at the December 21, 2017 City Council meeting, council directed staff to finalize the design of the multi-use field and skate park; and

WHEREAS, Verde Design Inc., prepared design documents including the draft final plans titled David Cutino Park Phase 1 Improvements attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans attached hereto for the multi-use field and skate park titled *Phase 1 Improvements for Cutino Park*.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of July 2018 by the following vote:

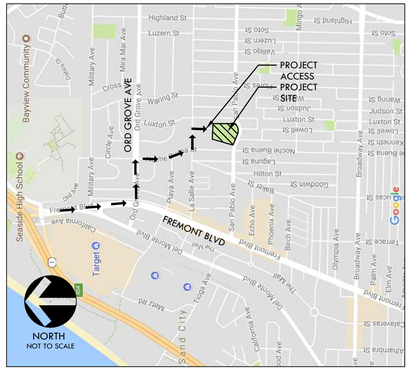
AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Ralph Rubio, Mayor
City of Seaside

ATTEST:

_____
Lesley Milton-Rerig
City Clerk

PROJECT MAPS



VICINITY MAP

SITE MAP

CONSTRUCTION DOCUMENT
FOR
David Cutino Park-Phase I
Seaside, CA 93955
CITY PROJECT NO. 17-104
VERDE DESIGN, INC. PROJECT NO. 1706001

CONTACT INFORMATION

ORGANIZATION	NAME	PHONE
OWNER		
SEASIDE CITY	RICK RIEDL	(831) 899-6825
	LESLIE LLANTERO	(831) 899-6832
CIVIL ENGINEER/ LANDSCAPE ARCHITECT		
VERDE DESIGN INC.	DEREK MCKEE	(408) 850-3410
	CORBIN SCHNEIDER	(408) 850-3416
SKATE PARK		
WORMHOUDT INCORPORATED	ZACHARY WORMHOUDT	(831) 426-8424
ARCHITECTURE AND ELECTRICAL ENGINEERING		
SALAS O'BRIEN	JEFFRY GOSAL	(408) 282-1500
STRUCTURAL ENGINEERING		
MESITI-MILLER ENGINEERING, INC.	DALE HENDSBEE	(831) 426-3186
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ARROW SIGNAGE	STEVE JONES	(510) 533-7693

PREPARED BY

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REGISTERED LANDSCAPE ARCHITECT
DEREK MCKEE
No. 4148
Signature
EXPIRATION DATE: DEC. 2019
STATE OF CALIFORNIA

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

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No. 4148
Exp. 07/31/18
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
JEFFRY GOSAL
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ELECTRICAL
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REGISTERED PROFESSIONAL ENGINEER
DALE A. HENDSBEE
No. S3549
EXP. 03-31-20
STRUCTURAL
STATE OF CALIFORNIA

SCOPE OF WORK

SOFTBALL FIELD/MULTI-USE FIELD AND SKATE PARK: SITE IMPROVEMENTS INCLUDE THE DEMOLITION OF EXISTING IRRIGATION, SOFTSCAPE, HARDSCAPE PAVING, BUILDING AND SITE FURNISHINGS. CONTRACTOR TO COMPLETE: EARTHWORK, GRADING, SITE DRAINAGE, INSTALLATION OF HARDSCAPE, SYNTHETIC TURF, IRRIGATION, PLANTING, SITE FURNISHINGS, SKATE PARK, AND ELECTRICAL. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE CITY'S REPRESENTATIVE.

BID ALTERNATES

ADD. ALTERNATE #1A - INSTALL PARK ENTRANCE SIGN WITHOUT LIGHTING, FOOTING AND RELATED ELECTRICAL WORK.
ADD. ALTERNATE #1B - INSTALL PARK ENTRANCE SIGN WITH LIGHTING, FOOTING AND RELATED ELECTRICAL WORK.
ADD. ALTERNATE #2 - INSTALL BLACK CLAD CHAIN LINK FENCE, GATES, BACKSTOP, BACKSTOP HOOD, ALL FENCING HARDWARE, ALL NETTING POSTS AND HANDRAIL AT STAIRS AND RAMP TO BE ETCHED AND RECEIVE TWO COATS OF BLACK COLOR PAINT.
ADD. ALTERNATE #3 - PATHWAY LIGHTING - INSTALL ONE 12' TALL PATHWAY SECURITY LIGHT.

GENERAL NOTES

1. PRIOR TO BIDDING, THE GENERAL CONTRACTOR SHALL VISIT & INSPECT THE SITE & FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AFFECTING THE NEW WORK. THE GENERAL CONTRACTOR SHALL NOT DISPUTE, COMPLAIN OR ASSERT THAT THERE IS ANY MISUNDERSTANDING IN REGARDS TO LOCATION, EXTENT, NATURE OR AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S FAILURE TO INSPECT THE SITE. CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CONDITIONS, REQUIRING WORK, WHICH ARE NOT COVERED IN THE CONTRACT DOCUMENTS.
2. NO CONSTRUCTION SHALL COMMENCE WITHOUT THE OFFICIAL NOTICE TO PROCEED FROM THE OWNER.
3. THE GENERAL CONTRACTOR & SUBCONTRACTORS ARE RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES IN ALL AREAS OF NEW WORK PRIOR TO COMMENCEMENT OF EXCAVATION. EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE OR ROUTING LOCATIONS AS BEST DETERMINED FROM EXISTING DRAWINGS AND THE OWNER, BUT SHOULD NOT BE CONSTRUED TO REPRESENT ALL OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY NEW FACILITIES IN THIS CONTRACT. VERIFY ACTUAL LOCATION AND DEPTH OF UTILITIES, AND REPORT POTENTIAL CONFLICTS TO THE OWNER PRIOR TO EXCAVATING FOR NEW FACILITIES.
4. CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES CAUSED BY ITS OPERATIONS.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING ITEMS WITHIN SITE IMPROVEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR ALL DAMAGED AREAS TO THEIR ORIGINAL CONDITION OR BETTER AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
6. DIMENSIONS AND LOCATIONS OF EXISTING FACILITIES ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY CONTRACTOR. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER.
7. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE AND ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES, AS WELL AS ADAPTED STANDARDS.
8. ALL NOTES ARE FOR GENERAL REFERENCE IN CONJUNCTION WITH, AND AS A SUPPLEMENT TO, THE WRITTEN SPECIFICATIONS AND DETAILS ASSOCIATED WITH THE CONTRACT DOCUMENTS.
9. THIS DRAWING SET SHALL BE USED IN CONJUNCTION WITH THE CSI FORMAT SPECIFICATIONS PUBLISHED IN BOOK FORM. COMBINED, THEY ARE HEREIN REFERRED TO AS THE "CONTRACT DOCUMENTS".
10. DIMENSIONS ON WORKING DRAWINGS TAKE PRECEDENCE OVER MEASURED ELEMENTS. CONTRACTOR SHALL NOT SCALE DRAWINGS.
11. ALL TYPICAL DETAILS SHALL APPLY UNLESS NOTED OTHERWISE.
12. CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AND KEEP MUD AND DEBRIS OFF THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
13. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
14. ANY ALTERATIONS OF EXISTING FACILITIES TO ACCOMMODATE THE INSTALLATION OF NEW WORK SHALL BE REVIEWED BY THE OWNER PRIOR TO COMMENCING WORK.
15. CONTRACTOR SHALL COORDINATE ALL WORK TO AVOID DISTURBING STUDENTS OR TEACHERS DURING SCHOOL HOURS. ANY DISRUPTION OF THE UTILITIES MUST BE COORDINATED AND APPROVED BY THE OWNER AND INSPECTOR OF RECORD PRIOR TO COMMENCING WORK.
16. ALL TEMPORARY WORK SHALL BE CONSIDERED A PART OF THIS CONTRACT AND NO EXTRA CHARGES WILL BE ALLOWED. THIS SHALL INCLUDE MINOR ITEMS OF MATERIAL OR EQUIPMENT NECESSARY TO MEET THE REQUIREMENTS AND INTENT OF THE PROJECT.
17. THE PLANS AND SPECIFICATIONS DO NOT UNDERTAKE TO SHOW OR LIST EVERY ITEM TO BE PROVIDED, BUT RATHER TO DEFINE THE REQUIREMENTS FOR A FULL AND WORKING SYSTEM FROM THE STANDPOINT OF THE END USER. FOR THIS REASON, WHEN AN ITEM NOT SHOWN OR LISTED IS CLEARLY NECESSARY FOR PROPER CONTROL/OPERATION OF EQUIPMENT WHICH IS SHOWN OR LISTED, THE CONTRACTOR SHALL PROVIDE AN ITEM WHICH WILL ALLOW THE SYSTEM TO FUNCTION PROPERLY AT NO INCREASE IN PRICE.
18. ALL CONTRACTORS SHALL REMOVE TRASH AND DEBRIS STEMMING FROM THEIR WORK ON A DAILY BASIS. PROJECT SITE SHALL BE MAINTAINED IN A CLEAN AND ORDERLY CONDITION.
19. THE DETAILS REFLECT THE DESIGN INTENT FOR TYPICAL CONDITIONS. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND SHALL INCLUDE, IN HIS SCOPE, THE COST FOR COMPLETE FINISHED INSTALLATIONS, INCLUDING ANOMALIES, OF ALL TRADES.
20. NO WORK SHALL COMMENCE WITH UNAPPROVED MATERIALS. ANY WORK DONE WITH UNAPPROVED MATERIALS AND EQUIPMENT IS AT THE CONTRACTOR'S RISK AND IS SUBJECT TO REJECTION AND REPLACEMENT. SEE SPECIFICATIONS FOR SUBMITTAL AND SUBSTITUTION REQUIREMENTS.
21. CONSTRUCTION MATERIALS STORED ON THE SITE SHALL BE PROPERLY STACKED AND PROTECTED SO AS TO PREVENT DAMAGE OR DETERIORATION UNTIL USED. FAILURE IN THIS REGARD MAY BE CAUSE FOR REJECTION OF MATERIAL AND/OR WORK.
22. ALL EQUIPMENT SHALL BE FABRICATED FROM FIELD VERIFIED DIMENSIONS AND APPROVED SHOP DRAWINGS. COORDINATE MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT.
23. CONTRACTOR SHALL PERFORM THEIR CONSTRUCTION AND OPERATIONS IN A MANNER WHICH WILL NOT ALLOW HARMFUL POLLUTANTS TO ENTER THE STORM DRAIN SYSTEM. TO ENSURE COMPLIANCE, THE CONTRACTOR SHALL IMPLEMENT THE APPROPRIATE BEST MANAGEMENT PRACTICE (BMP) AS OUTLINED IN THE BROCHURES ENTITLED "BEST MANAGEMENT PRACTICE FOR THE CONSTRUCTION INDUSTRY" ISSUED BY THE CALIFORNIA STORM WATER QUALITY ASSOCIATION, NONPOINT SOURCE POLLUTION CONTROL PROGRAM, TO SUIT THE CONSTRUCTION SITE AND JOB CONDITION. THE CONTRACTOR SHALL PRESENT HIS PROPOSED BMP AT THE PRECONSTRUCTION MEETING FOR DISCUSSION AND APPROVAL.
24. CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION FENCING PER CONTRACT DOCUMENTS TO SERVE LIMIT OF WORK AREAS. FENCING MAY BE ADJUSTED DURING CONSTRUCTION BASED ON CONSTRUCTION SEQUENCE OR THE OWNER'S DIRECTION.
25. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT IN THE STREET RIGHT-OF-WAY SHALL NOT BE PERMITTED.

APPLICABLE CODES

1. 2016 CBC CHAPTER 35: PROVIDE ALL THE APPLICABLE/ADOPTED STANDARDS. WHERE A PARTICULAR STANDARD IS REFERENCED IN THE CODE BUT DOES NOT APPEAR AS AN ADOPTED STANDARD IT MAY STILL BE USED. APPLY ONLY THE PORTION OF THE STANDARD THAT IS APPLICABLE TO THE CODE SECTION WHERE THE STANDARD IS REFERENCED, NOT THE ENTIRE STANDARD.

   2016 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
   2016 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
   (2015 INTERNATIONAL BUILDING CODE VOLUMES 1-2 AND 2016 CALIFORNIA AMENDMENTS)
   2016 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
   (2014 NATIONAL ELECTRICAL CODE AND 2016 CALIFORNIA AMENDMENTS)
   2016 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 C.C.R.
   (2015 UNIFORM MECHANICAL CODE AND 2016 CALIFORNIA AMENDMENTS)
   2016 CALIFORNIA PLUMBING CODE (CDC), PART 5, TITLE 24 C.C.R.
   (2015 UNIFORM PLUMBING CODE AND 2016 CALIFORNIA AMENDMENTS)
   2016 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.
   2016 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R.
   (2012 INTERNATIONAL FIRE CODE AND 2016 CALIFORNIA AMENDMENTS)
   2016 CALIFORNIA EXISTING BUILDING CODE, PART 10, TITLE 24 C.C.R.
   (2015 INTERNATIONAL EXISTING BUILDING CODE AND 2016 CALIFORNIA AMENDMENTS)
   2016 CALIFORNIA "GREEN" BUILDING REQUIREMENTS OR CAL GREEN, PART 11, TITLE 24 C.C.R.
   2016 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
   2013 TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
   2016 ASME A17.1/CSA B44-13 SAFETY CODE FOR ELEVATORS AND ESCALATORS

   LIST OF FEDERAL CODES AND STANDARDS (IF APPLICABLE)
   AMERICANS WITH DISABILITIES ACT (ADA), TITLE II OR TITLE III
   FOR TITLE II: UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS) 28 CFR 35.151(c)
   OR ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36)
   FOR TITLE III: ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36) 28 CFR 36.406
   2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN

   NOTE: TITLE II APPLIES TO PROJECTS FUNDED AND/OR USED BY STATE AND LOCAL GOVERNMENT SERVICES. TITLE III COVERS PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES. DEPENDING ON THE USE AND FUNDING, BOTH TITLE MAY APPLY TO THE PROJECT.

NFPA 13	AUTOMATIC SPRINKLER SYSTEMS (CALIFORNIA AMENDED)	2016 EDITION
NFPA 14	STANDPIPE SYSTEMS	2016 EDITION
NFPA 17	DRY CHEMICAL EXTINGUISHING SYSTEMS	2017 EDITION
NFPA 17A	WET CHEMICAL EXTINGUISHING SYSTEMS	2017 EDITION
NFPA 20	STATIONARY FIRE PUMPS	2016 EDITION
NFPA 22	WATER TANKS FOR PRIVATE FIRE PROTECTION	2018 EDITION
NFPA 24	PRIVATE FIRE SERVICE MAINS	2016 EDITION
NFPA 72	NATIONAL FIRE ALARM AND SIGNALING CODE (CALIFORNIA AMENDED) (NOTE SEE UL STANDARD 1971 FOR "VISUAL DEVICES)	2016 EDITION
NFPA 80	FIRE DOORS AND OTHER OPENING PROTECTIVES	2016 EDITION
NFPA 253	CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS	2015 EDITION
NFPA 2001	CLEAN AGENT FIRE EXTINGUISHING SYSTEMS	2018 EDITION
UL 300	FIRE TESTING OF FIRE EXTINGUISHING SYSTEMS FOR PROTECTION OF COMMERCIAL COOKING EQUIPMENT	2005 (R2010)
UL 464	AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ADDESSORIES	2003 EDITION
UL 521	HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS	1999 EDITION
UL 1971	SIGNALING DEVICES FOR THE HEARING IMPAIRED	2002 EDITION
ICC 300	BLEACHERS, FOLDING AND TELESCOPING SEATING, AND GRANDSTANDS	2012 EDITION
ASME 17.1	ELEVATOR STANDARD	2016 EDITION

   REFERENCE CODE SECTIONS FOR APPLICABLE STANDARDS - 2016 CALIFORNIA BUILDING CODE (FOR SFM) REFERENCED STANDARDS CHAPTER 35

   ADA STANDARD FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36)

2. THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER, OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER REPRESENTATIVE BEFORE PROCEEDING WITH THE WORK.
3. ALL EXISTING FIRE EXTINGUISHING SYSTEMS ARE IN COMPLIANCE WITH UL 300, CBC 904.11, CFC 904.11.

CITY OF SEASIDE PUBLIC WORKS DIVISION
440 HARCOURT AVENUE SEASIDE, CA 93955 (831) 899-6825

APPROVED BY:_____ DATE:_____
RICHARD RIEDL, PE, CITY ENGINEER
RCE #49631

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
C0.0	COVER SHEET
L1.1 - L1.2	EXISTING CONDITIONS PLAN
L2.1	ACCESSIBILITY PLAN
L3.1	EROSION AND SEDIMENT CONTROL PLAN
L4.1	DEMOLITION PLAN
L5.1	GRADING PLAN
L6.1	DRAINAGE AND UTILITY PLAN
L7.1	LAYOUT PLAN
L8.1	MATERIAL AND DETAIL REFERENCE PLAN
L9.1	IRRIGATION PLAN
L10.1	PLANTING PLAN
D1.1	DRAINAGE DETAILS
D2.1 - D2.2	CONSTRUCTION DETAILS
D3.1 - D3.3	FENCE AND GATE DETAILS
D4.1	ATHLETIC, IRRIGATION AND PLANTING DETAILS
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SKATE PARK PLANS	
SP1.0	SKATE PARK TITLE SHEET
SP2.0	SKATE PARK CONSTRUCTION PLANS
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SP4.0	SKATE PARK HARDSCAPE AND DRAINAGE PLAN
SP5.0	SKATE PARK MATERIAL PLAN
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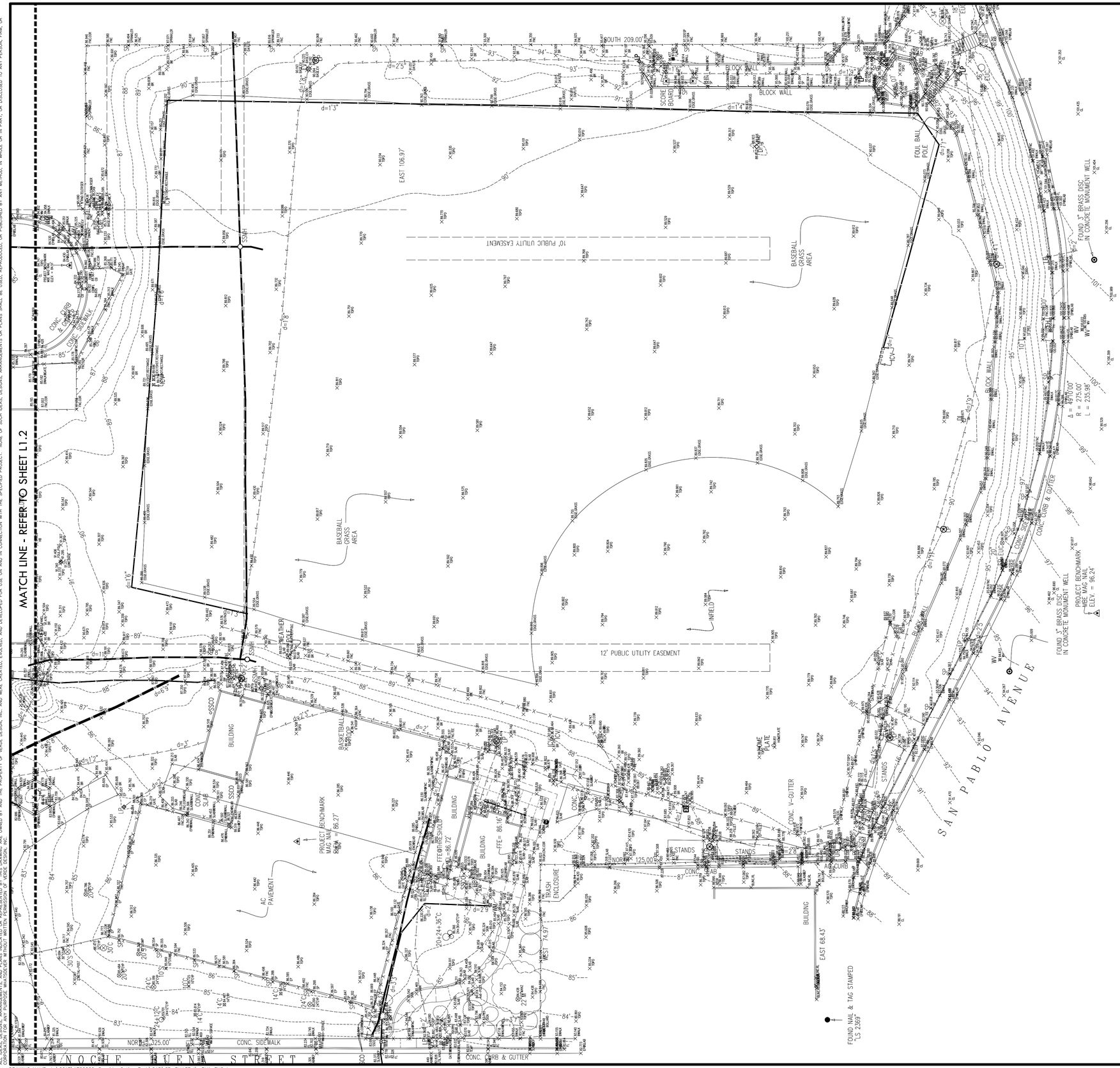
SP7.0 - SP 7.6	SKATE PARK DETAILS
ELECTRICAL PLANS	
E-0.0	ELECTRICAL SYMBOLS & ABBREVIATIONS
E-0.1	ELECTRICAL GENERAL NOTES
E-1.1	ELECTRICAL PARTIAL SITE PLAN
E-5.1	ELECTRICAL DETAILS
E-5.2	ELECTRICAL DETAILS

DAVID CUTINO PARK - PHASE I

BID SUBMITTAL - 6/1/18


MATCH LINE - REFER TO SHEET L1.2
SOUTH 209.00'
EAST 106.97'
d=13"
d=25'
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d=11'
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d=6'
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d=9'9"
d=10'0"
d=10'1"
d=10'2"
d=10'3"

NOTES:

1. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY DATA SHOWN ARE FROM THE RECORDS.
2. DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. THIS PROPERTY MAY BE AFFECTED BY EASEMENTS THAT ARE NOT SHOWN ON THIS MAP.
4. CONTOUR INTERVAL = 1 FOOT.
5. ELEVATIONS SHOWN ARE BASED ON NGVD-29 DATUM.
   THE BENCHMARK IS A CITY OF SEASIDE "DISC #87" AT THE SOUTH WEST CURB RETURN OF LUXTON AVE AND ORD GROVE.
   ELEVATION = 121.57'.

LEGEND:

-□———□- FENCE LINE
AC . . . . . ASPHALTIC CONCRETE
BFP . . . . . BACK FLOW PREVENTER
C . . . . . CYPRESS
CB . . . . . CATCH BASIN
CONC. . . . . CONCRETE
DI . . . . . DROP INLET
EM . . . . . ELECTRIC METER
EP . . . . . ELECTRIC PANEL
EUC . . . . . EUCALYPTUS
EV . . . . . ELECTRIC VAULT
FFE . . . . . FINISHED FLOOR ELEVATION
FH . . . . . FIRE HYDRANT
GV . . . . . GAS VALVE
HB . . . . . HOSE BIB
ICV . . . . . IRRIGATION CONTROL VALVE
LP. . . . . LIGHT POST
M. . . . . MANZANITA
MP. . . . . METAL POST
PG&E. . . . . PG&E VAULT
S . . . . . STUMP
SP . . . . . SPRINKLER
SDMH. . . . . STORM DRAIN MANHOLE
SSCO. . . . . SANITARY SEWER CLEAN OUT
SSMH. . . . . SANITARY SEWER MANHOLE
T . . . . . TREE, SPECIES NOT SPECIFIED
TEL . . . . . TELEPHONE VAULT
UB. . . . . UTILITY BOX
UR. . . . . UTILITY RISER
UV. . . . . UTILITY VAULT
WM . . . . . WATER METER
WV . . . . . WATER VALVE

UNDERGROUND UTILITIES:

d=3'2" DENOTES DEPTH OF UNDERGROUND UTILITY FROM SURFACE

——c——c——c——c——c——c——c—— COMMUNICATIONS
——E——E——E——E——E——E——E—— ELECTRICAL
——GAS——GAS——GAS——GAS——GAS——GAS——GAS—— GAS
——S——S——S——S——S——S——S—— SANITARY SEWER
——D——D——D——D——D——D——D—— STORM DRAIN
——W——W——W——W——W——W——W—— WATER

GRAPHIC SCALE

0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SCALE: 1" = 20'

TOPOGRAPHIC SURVEY

OF
PORTIONS OF
BLOCKS 43, 44 & 45
HANNON PROJECT
UNIT No.3
VOLUME 10, CITIES & TOWNS, PAGE 50

CITY OF SEASIDE | COUNTY OF MONTEREY | STATE OF CALIFORNIA

PREPARED FOR
VERDE DESIGN

BY
MONTEREY BAY ENGINEERS, INC.
CIVIL ENGINEERING • SUBDIVISIONS • LAND SURVEYING • CONSTRUCTION STAKING
607 Charles Ave Suite B Seaside, California 93955
Phone: (831) 899-7899

SCALE: 1" = 20' | JOB No. 17-070 | AUGUST 2017
FIELD: AL & RNT | DRAWN BY: AL

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com

STAMP

CONSULTANT

SHEET TITLE
EXISTING CONDITIONS PLAN

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY | CHECKED BY
DATE ISSUED: 6/1/18 | SCALE: 1" = 20'-0"
PROJ. NO.: 1706001
SHEET NO.: L1.2 OF SHEETS

EXISTING CONDITIONS PLAN

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-EXC.dwg
PLOT DATE: 05-31-18 PLOTTED BY: station51

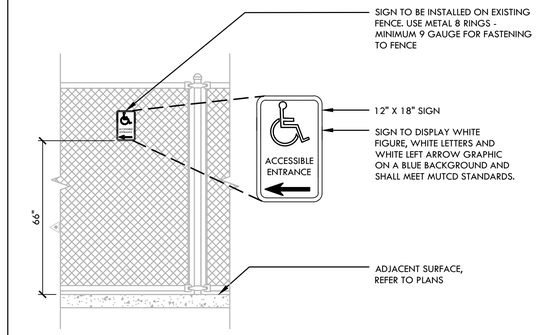
ACCESSIBILITY PLAN NOTES

1. ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING ½" BEVELED AT 1:2 MAX. SLOPE, OR VERTICAL LEVEL CHANGES EXCEEDING ¼" MAX. AND A LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED.

2. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

KEYNOTES

- PATH OF TRAVEL
- LIMIT OF WORK
- (RB) RESTROOMS BUILDING (EXISTING)
- (SB) SNACK SHACK BUILDING (EXISTING)
- (DFE) DRINKING FOUNTAIN (EXISTING)
- (DFP) DRINKING FOUNTAIN (PROPOSED)
- (PG) PROPOSED ACCESSIBLE PEDESTRIAN CHAIN LINK GATE
- (VG) PROPOSED VEHICULAR CHAIN LINK GATE - 16' WIDE
- (PAP) PLANTING AREAS (PROPOSED)
- (PA) PLANTING AREAS (EXISTING)
- (S) INSTALL ACCESSIBLE ENTRANCE SIGN ON EXISTING FENCE, SEE DETAIL A, THIS SHEET.



A ACCESSIBLE ENTRANCE SIGN ON FENCE NTS

NORTH

0' 10' 20' 40' 60'

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com

STAMP

REGISTERED LANDSCAPE ARCHITECT
DEREK McKEE
No. 4148
Signature
EXPIRATION DATE: DEC. 2019
STATE OF CALIFORNIA

CONSULTANT

SHEET TITLE
ACCESSIBILITY PLAN

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE

DRAWN BY	CHECKED BY
LW/RK	CMES / DM
DATE ISSUED	SCALE
6/1/18	1" = 20'-0"
PROJ. NO.	
1706001	
SHEET NO.	
L2.1	OF SHEETS

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DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-ACC.dwg
PLOT DATE: 06-22-18 PLOTTED BY: station28

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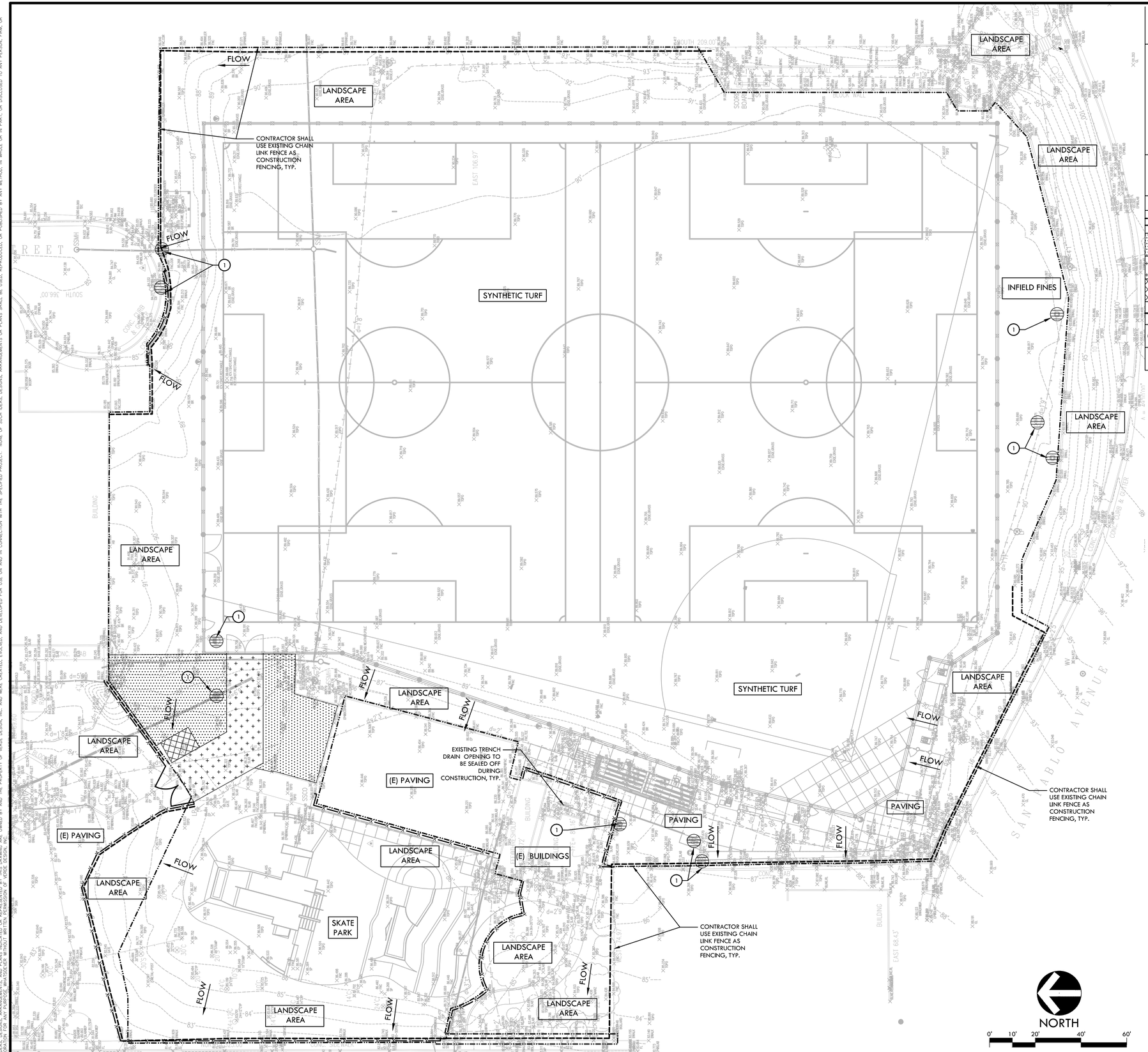

EROSION AND SEDIMENT CONTROL NOTES

1. EROSION AND SEDIMENT CONTROL SHALL BE CONSTRUCTED DURING FIRST WEEK OF CONSTRUCTION.
2. EROSION AND SEDIMENT CONTROL SHALL REMAIN THROUGHOUT CONSTRUCTION AND BE REMOVED AND DISPOSED OF DURING MAINTENANCE PERIOD.
3. EROSION AND SEDIMENT CONTROL MAY BE ADJUSTED THROUGH CONSTRUCTION WITH APPROVAL OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. CONTRACTOR SHALL SWEEP STREETS AND PARKING AREAS AFFECTED BY CONSTRUCTION WITH STREET SWEEPER, DAILY OR AS REQUIRED TO KEEP PAVING CLEAN OF CONSTRUCTION DEBRIS.
5. DUST CONTROL REFER TO SPECIFICATIONS.

EROSION AND SEDIMENT CONTROL LEGEND

SYM	DESCRIPTION	DTL REF
X—X	LIMIT OF WORK / CONSTRUCTION FENCING, REFER TO SPECIFICATIONS	
	CONSTRUCTION STAGING AREA	
	STABILIZED CONSTRUCTION ENTRY	L D1.1
	CONSTRUCTION WASHOUT AREA - PROVIDE A WASHOUT BIN FOR CONSTRUCTION WASHOUT AND REMOVE AT END OF CONSTRUCTION.	H D1.1
	SEDIMENT RETENTION FIBER FILTER ROLL BARRIER	J D1.1
1	STORM DRAIN INLET FILTER FABRIC TO BE SECURELY ATTACHED TO DRAINAGE STRUCTURE TOP (EXISTING AND PROPOSED) AND PERIMETER WADDLE.	K D1.1
	DIRECTION OF SURFACE FLOW	

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REGISTERED LANDSCAPE ARCHITECT
DEREK McKEE
No. 4148
Signature
EXPIRATION DATE: DEC. 2019
STATE OF CALIFORNIA

CONSULTANT

SHEET TITLE
EROSION AND SEDIMENT CONTROL PLAN

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

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PROJ. NO. 1706001

SHEET NO. L3.1 OF SHEETS

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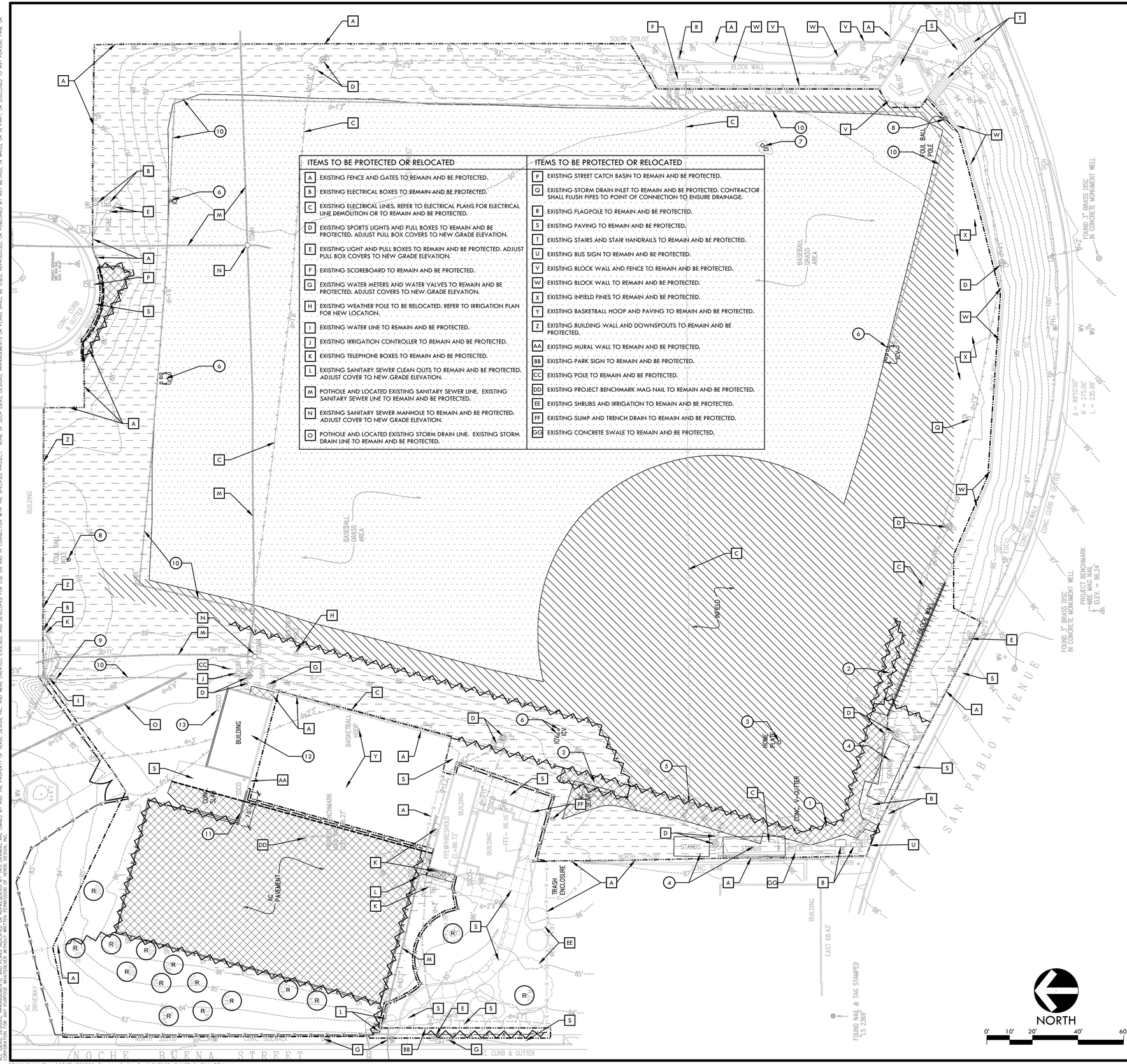

DEMOLITION NOTES

1. THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK CONTAINED IN THE CONTRACT DOCUMENTS.
2. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND PROVIDE THE REQUIRED COORDINATION FOR THEIR TEMPORARY DISCONNECTION, PROTECTION, REMOVAL AND/OR STORAGE AS MAY BE REQUIRED DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE OWNER TO DETERMINE WHETHER TEMPORARY SERVICES ARE NECESSARY. POT HOLE TO LOCATE UNDERGROUND UTILITIES PRIOR TO PERFORMING THE PROPOSED WORK. POT HOLING SHOULD BE PERFORMED WITH VACUUM EQUIPMENT OR HAND DIGGING, NOT MECHANIZED EQUIPMENT.
3. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID SUBMITTAL TO DETERMINE THE EXACT EXTENT AND DEPTH OF SITE DEMOLITION REQUIRED AND VERIFY COMPLIANCE WITH DRAWINGS. THE OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
4. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
5. ALL EXISTING ITEMS ARE TO REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT CONTRACTOR'S EXPENSE, ANY EXISTING ITEM DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES TO ADJACENT PROPERTIES. THE DAMAGED ITEMS SHALL BE RESTORED TO AN "AS-WAS" OR BETTER CONDITION OR REPLACED PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
6. PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL INSTALL SELF-SUPPORTING INTERLOCKING CHAIN-LINK TEMPORARY CONSTRUCTION FENCING TO ENCLOSE AND SECURE THE PROJECT AREA LIMIT OF WORK. THE FENCING SHALL CONTAIN PEDESTRIAN AND/OR VEHICULAR ACCESS GATES AS NECESSARY AND SHALL BE MINIMUM 6 FEET HIGH WITH A TOP AND BOTTOM RAIL WITH KNUCKLED TOP AND BOTTOM SELVAGE (NO BARBED WIRE PERMITTED). FENCE SHALL INCLUDE FULL HEIGHT GREEN SHADE CLOTH COVERING. THE CONSTRUCTION FENCING WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
7. PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL PROTECT ALL EXISTING PLANT MATERIAL NOT SCHEDULED FOR REMOVAL BY INSTALLING TEMPORARY 4 FOOT HIGH "BLAZE ORANGE" CONSTRUCTION SAFETY FENCING AT THE DRIP LINE OR PERIMETER. THE FENCING SHALL BE SECURED WITH DRIVEN METAL STAKES. ALL TREE PROTECTION WORK SHALL BE SUBJECT TO THE DISCRETION OF THE OWNER'S REPRESENTATIVE.
8. DEMOLITION SHALL INCLUDE THE REMOVAL OF ITEM AND ANY FOUNDATION OR STRUCTURAL SUPPORT RELATED TO ITEM FOR PLANT MATERIAL THIS SHALL INCLUDE STUMPS AND ROOTS OVER 2 INCHES IN DIAMETER. DISPOSAL SHALL BE OFF-SITE IN A LEGAL MANNER ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
9. REFER TO SPECIFICATIONS FOR ADDITIONAL CLEARING, GRUBBING, TOPSOIL STOCKPILING AND OTHER PERTINENT INFORMATION.

DEMOLITION LEGEND

SYM	DESCRIPTION
x x x	LIMIT OF WORK / CONSTRUCTION FENCING, REFER TO SPECIFICATIONS
	EXISTING TURF AND ORGANIC MATERIAL TO BE STRIPPED AND REMOVED TO A MINIMUM DEPTH OF 6", REFER TO SPECIFICATIONS. IRRIGATION SYSTEM TO BE ABANDONED IN PLACE EXCEPT AS NOTED OTHERWISE AND IF IT IS IN CONFLICT WITH IMPROVEMENT WORKS, AT WHICH TIME COMPONENTS SHALL BE REMOVED. ALL IRRIGATION VALVES AND HEADS ARE TO BE SALVAGED AND TURNED OVER TO THE CITY.
	REMOVE FULL DEPTH OF EXISTING INFIELD FINES INCLUDING BASE MATERIAL.
	CLEAR AND GRUB, REFER TO SPECIFICATIONS.
	EXISTING HARDSCAPE PAVING INCLUDING CURBS AND BASE MATERIAL TO BE DEMOLISHED AND REMOVED.
(R)	EXISTING TREES TO REMAIN AND BE PROTECTED. ANY CLEAR AND GRUB WORK WITHIN TREE PROTECTION FENCING TO BE DONE BY HAND ONLY, REFER TO SPECIFICATIONS.
	DEMOLISH AND REMOVE EXISTING FENCE, INCLUDING GATES, POSTS, HARDWARE, FABRIC, FOOTINGS, BASEBOARDS AND CONCRETE EDGEBAND. SIGNS ON FENCE SHALL BE REMOVED AND SALVAGED TO THE CITY.
	DEMOLISH AND REMOVE EXISTING BLOCK WALL, FOOTINGS AND FENCE IF PRESENT.
	SAWCUT EXISTING ASPHALT / CONCRETE PAVING.

ITEMS TO BE DEMOLISHED AND/OR REMOVED

1	EXISTING BACKSTOP, BACKSTOP HOOD, BACKSTOP WINGS, BASE BOARDS, FOOTINGS AND CONCRETE EDGEBAND TO BE REMOVED. SIGN ON BACKSTOP SHALL BE REMOVED AND SALVAGED TO THE CITY.
2	EXISTING DUGOUTS AND DUGOUT ROOFS, GATES, FOOTINGS AND CONCRETE EDGEBAND TO BE DEMOLISH AND REMOVED. EXISTING DUGOUT PLAYER'S BENCH AND FOOTING SHALL BE REMOVED AND DEMOLISHED.
3	REMOVE EXISTING HOMEPLATE, BASES, PITCHERS RUBBER AND ALL ANCHORS TO BE SALVAGE AND TURN OVER TO THE CITY.
4	EXISTING BLEACHERS TO BE REMOVED AND SALVAGED TO THE CITY.
5	EXISTING SCOREBOARD COMMUNICATION CONDUIT BOX TO BE REMOVED AND RELOCATED, REFER TO ELECTRICAL PLANS.
6	EXISTING IRRIGATION CONTROL VALVES, GATE VALVES AND QUICK COUPLER VALVES TO BE REMOVED AND SALVAGED TO THE CITY. CAP EXISTING IRRIGATION LINE.
7	EXISTING AREA DRAIN TO BE DEMOLISHED AND REMOVED. EXISTING STORM DRAIN LINES TO BE CUT, CAPPED, AND ABANDONED IN PLACE.
8	EXISTING FOUL POLE INCLUDING FOOTING TO BE REMOVED.
9	CUT AND CAP EXISTING WATER MAIN LINE.
10	EXISTING WATER LINE SHALL BE ABANDONED IN PLACE EXCEPT AS NOTED OTHERWISE AND IF IT IS IN CONFLICT WITH IMPROVEMENT WORKS, AT WHICH TIME COMPONENTS SHALL BE REMOVED.
11	N.I.C.: SAWCUT AND DEMOLISH EXISTING MURAL WALL +/- 9'-0" BY THE CITY.
12	N.I.C.: EXISTING BUILDING AND INSIDE UTILITIES TO BE DEMOLISHED AND REMOVED BY THE CITY. BUILDING CONCRETE PAD, EAST AND WEST SIDE WALLS SHALL REMAIN AND BE PROTECTED.
13	EXISTING SANITARY SEWER CLEAN OUT TO BE REMOVED AND CAP EXISTING SANITARY SEWER LINE. CONTRACTOR TO VERIFY LOCATION ON SITE.

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PROJ. NO. 1706001

SHEET NO. L4.1 OF SHEETS

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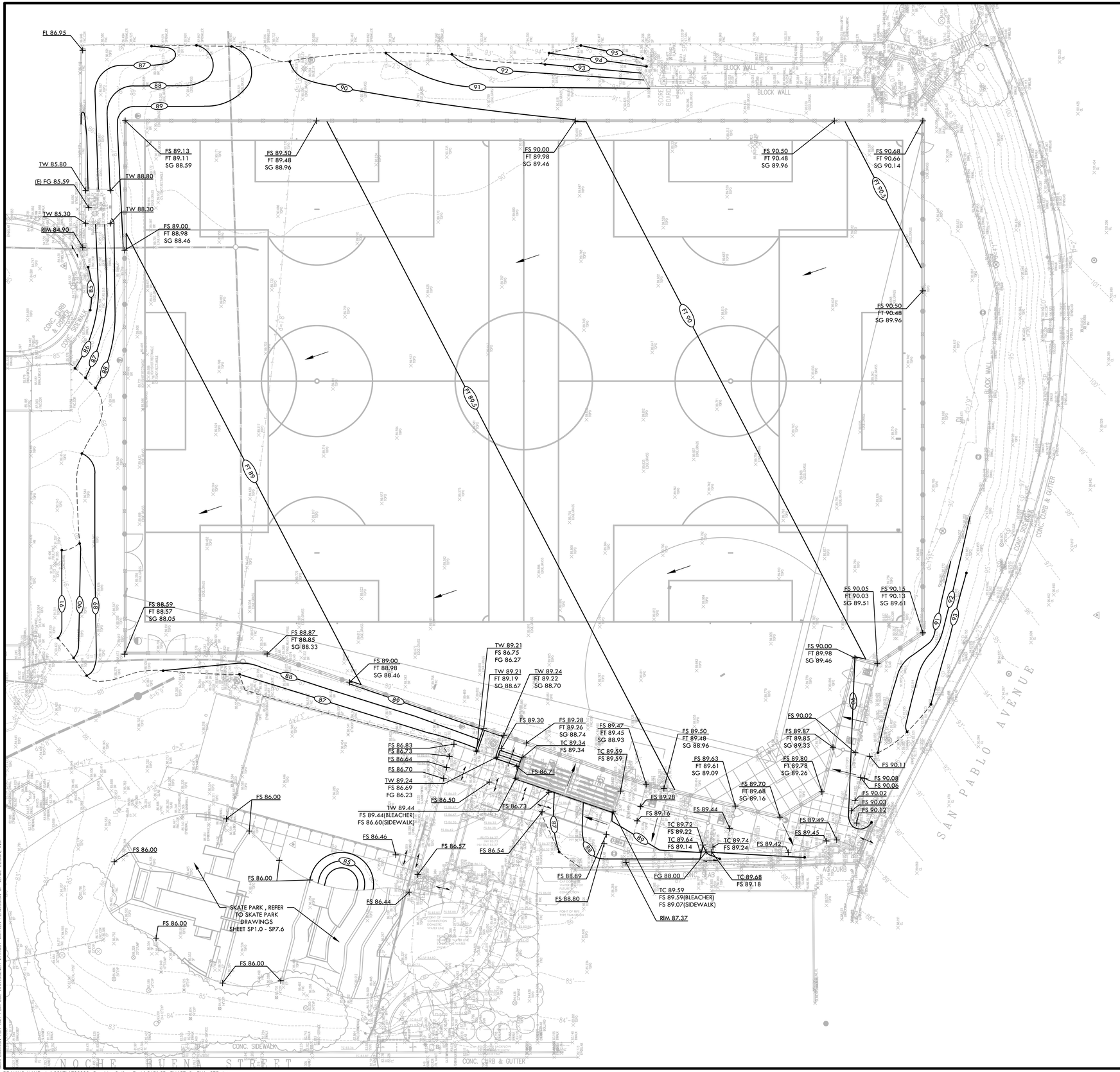

GRADING NOTES

1. EXISTING GRADES ARE BASED ON INFORMATION PROVIDED BY: MONTEREY BAY ENGINEERS, INC. CONTRACTOR SHALL VERIFY EXISTING GRADES FOR ACCURACY PRIOR TO THE START OF GRADING, NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE CITY'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDER GROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
3. PROPOSED GRADES SHALL MEET EXISTING GRADES WITH A SMOOTH AND CONTINUOUS TRANSITION SO AS TO AVOID TRAPPING WATER. CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE IF PUDDLING IS SUSPECTED AND REDIRECT WORK SO AS TO AVOID DELAY WHILE AWAITING RESPONSE.
4. ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.

GRADING LEGEND

SYM	DESCRIPTION
99	PROPOSED CONTOUR
FG 98.5	PROPOSED FINISH GRADE ELEVATION OF SOFTSCAPE
FS 98.5	PROPOSED FINISH SURFACE ELEVATION OF HARDSCAPE.
FT 98.5	PROPOSED FINISH GRADE ELEVATION OF TOP OF INFILL IN SYNTHETIC TURF
SG 98.5	PROPOSED TOP OF SUBGRADE ELEVATION
FL 98.5	FLOW LINE ELEVATION
RIM 98.5	LOW POINT/ RIM ELEVATION OF DRAIN
TC 98.5	TOP OF CURB
TW 98.5	TOP OF WALL
99	EXISTING CONTOUR
+ 99.1	EXISTING ELEVATION
	CONFORM TO EXISTING GRADE
	FLOW DIRECTION
	LIMIT OF GRADING - CONFORM TO EXISTING GRADES AT THIS LINE

NORTH

0' 10' 20' 40' 60'

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No. 4148
Signature
EXPIRATION DATE: DEC. 2019
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CONSULTANT

SHEET TITLE
GRADING PLAN

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

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PROJ. NO.: 1706001	
SHEET NO.: L5.1 OF SHEETS	

GRADING PLAN

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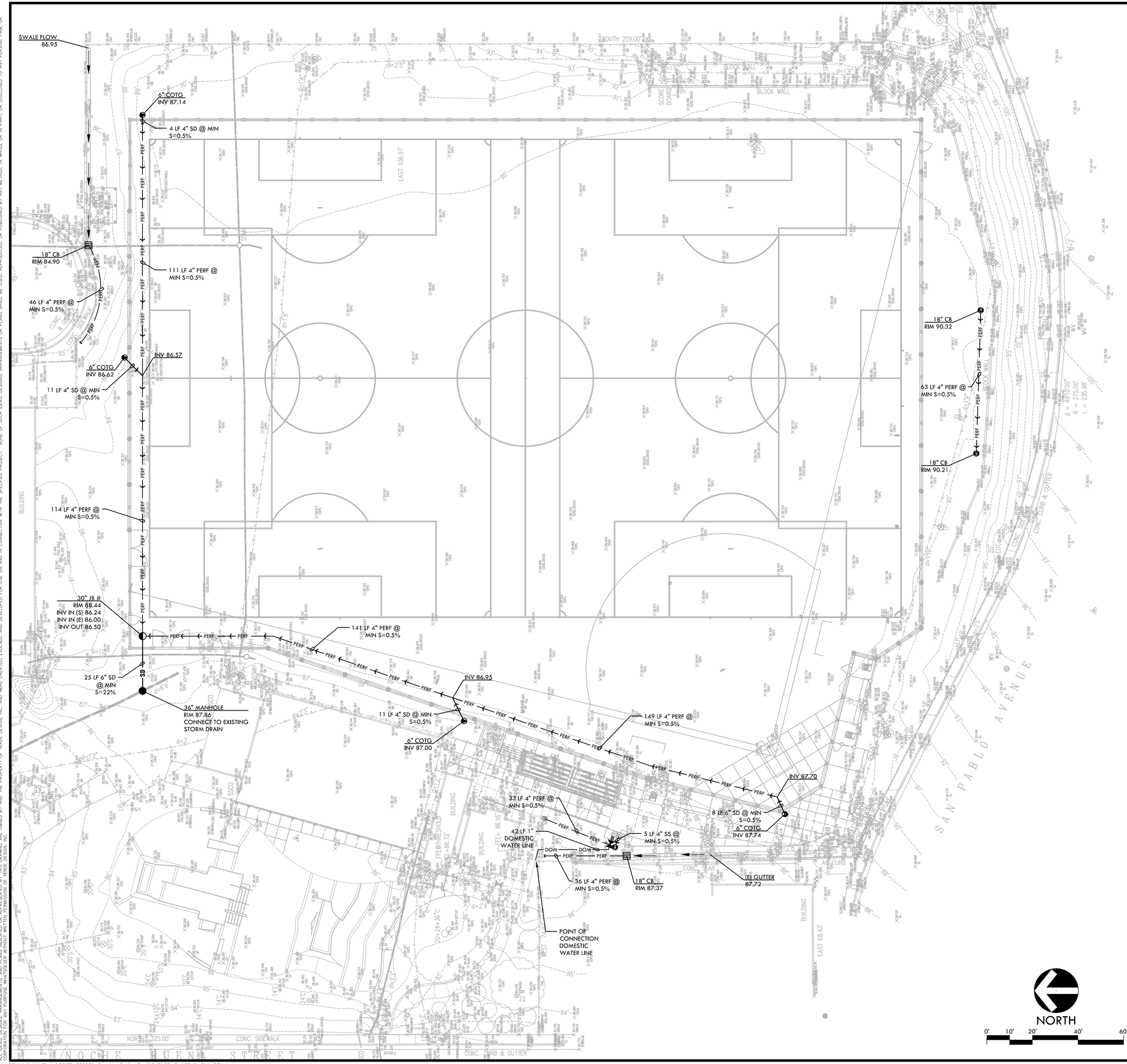

DRAINAGE & UTILITY NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES, AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDER GROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. TO REMAIN, SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.
3. THE CONTRACTOR IS TO PROTECT DRAINAGE SYSTEM FROM DEBRIS, INCLUDING SOIL, ROCK MATERIAL, AND TRASH FROM ENTERING THE PIPE DURING CONSTRUCTION. CONTRACTOR SHALL AVOID PLACING CONSTRUCTION VEHICLES OVER INSTALLED DRAINAGE TRENCHES TO PREVENT CRUSHING OF PIPE.
4. COORDINATE ALL SLEEVING AND UTILITY LOCATIONS AS SHOWN ON THE PLANS AND DETAILS CONTAINED WITHIN THESE CONTRACT DOCUMENTS.
5. THE CONTRACTOR IS TO ENSURE THAT ALL REMAINING ACTIVE AND NEW DRAINAGE AND UTILITY LINES ARE PROTECTED AND UNDAMAGED FROM TRENCHING AND FOOTING EXCAVATIONS FOR NEW FOOTINGS, PARTICULARLY FOR NEW FENCING AND WALLS.
6. ALL ABANDONED STORM LINES SHALL REMAIN IN PLACE UNLESS IN CONFLICT WITH PROPOSED DRAINAGE, UTILITY, OR SUBGRADING OPERATIONS, IN WHICH CASE ABANDONED PIPE IN CONFLICT SHALL BE REMOVED. REMAINING ABANDONED STORM PIPE SHALL BE SEALED WITH APPROPRIATELY SIZED CONCRETE CAP (3 SACK MIX) 6" ENVELOPE OUTSIDE AND INSIDE DIAMETER OF PIPE.
7. PRIOR TO ALL DRAINAGE AND UTILITY WORK, CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL POTENTIAL DRAINAGE CONNECTIONS AND EXISTING UTILITY BY POTHOLING. IN ADDITION, ALL DOWNSTREAM CONNECTIONS TO EXISTING STRUCTURES SHALL BE THE START OF THESE OPERATIONS, AND GRADES SHALL BE VERIFIED.
8. WHEN WORK HAS TO OCCUR UNDER THE DRIPLINE OF EXISTING TREES NOT SCHEDULED FOR REMOVAL, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO THE TREES AND TREE ROOTS. GRADE IN LINES RADIAL TO THE EXISTING TREES RATHER THAN TANGENTIAL. ALL PARTIAL CUTS OR TEARS THROUGH ROOTS TWO INCHES IN DIAMETER AND LARGER SHALL BE CUT CLEAN. TRENCHES ADJACENT TO TREES SHALL BE FILLED WITHIN 24 HOURS AFTER EXCAVATION, BUT WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE, AND ANY EXPOSED ROOTS SHALL BE KEPT SHADED AND MOIST WITH DAMPENED BURLAP OR CANVAS.

DRAINAGE & UTILITY LEGEND

SYM	DESCRIPTION	DETAIL NUMBER / SHEET NUMBER
	CLEANOUT IN PAVING	E D1.1
	CLEANOUT IN PLANTING	E D1.1
	CATCH BASIN IN LANDSCAPE AREA CONNECTING TO PERFORATED SUBDRAIN LINE, SIZE PER PLAN. SEE DETAIL G/D1.1 FOR INVERT ELEVATION.	B D1.1
	CATCH BASIN AT CONCRETE SWALE CONNECTING TO DRYWELL, SIZE PER PLAN	B D1.1
	JUNCTION BOX, SIZE PER PLAN	C D1.1
	MANHOLE, SIZE PER PLAN	M D1.1
SD	SOLID WALL STORM DRAIN (SD)	A D1.1
PERF	PERFORATED SUBDRAIN LINE (PERF)	D D1.1
DOM	1" DOMESTIC WATER LINE	F D4.1
	GATE VALVE - NIBCO: T-113-LF BRONZE GATE VALVE FOR VALVE 2" AND SMALLER IN SIZE	B D4.1
	SLEEVE - CLASS 200 PVC, SIZE AS NOTED, WITH 30" COVER, REFER TO SPECIFICATIONS	
	FLOW DIRECTION	
COTG	CLEANOUT TO GRADE	
INV	INVERT	
JB	JUNCTION BOX	
LF	LINEAL FEET	
MIN.	MINIMUM	
SD	STORM DRAIN	
S=0.5%	SLOPE	
(E)	EXISTING	

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DRAINAGE AND UTILITY PLAN

PROJECT NAME

DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS

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DRAINAGE AND UTILITY PLAN

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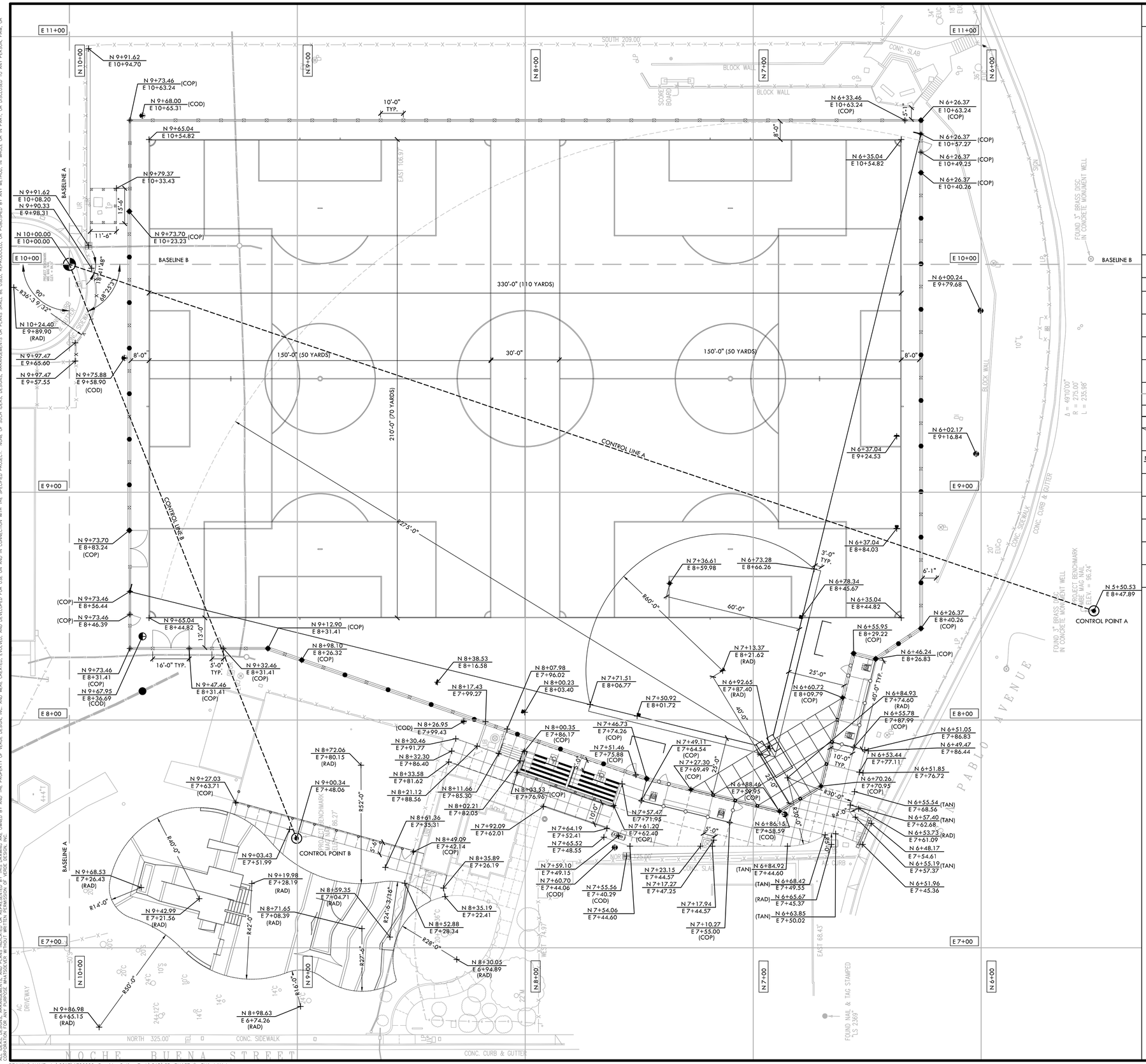

LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN. DIMENSIONS SHOWN ARE ROUNDED TO THE NEAREST INCH.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.

LAYOUT NOTE:

A. POINT OF BEGINNING (POB) IS LOCATED AT MAGNETIC NAIL ELEVATION 84.51' AT LOWELL STREET ON THE EDGE OF CUL DE SAC ROAD.
B. CONTROL POINT A IS LOCATED AT MAGNETIC NAIL ELEVATION 96.24'
C. CONTROL POINT B IS LOCATED AT MAGNETIC NAIL ELEVATION 86.27'
D. BASELINE B IS DETERMINED BY ESTABLISHING THE CONTROL LINE A FROM POB TO CONTROL POINT A.
E. BASELINE B IS DETERMINED BY ROTATING COUNTERCLOCKWISE 18°41'48" FROM CONTROL LINE A, OR 68°25'3" FROM CONTROL LINE B.
F. BASELINE A IS 90° FROM BASELINE B AT POB.
G. GRID IS 100' OFFSETS FROM EACH BASELINE.

LAYOUT LEGEND

SYM	DESCRIPTION
	POINT OF BEGINNING SYMBOL
	CONTROL POINT A & B
R10'	RADIUS POINT / CENTER MARK
90°	PROPOSED ANGLE BETWEEN ELEMENTS
	BASELINE & GRID
	CONTROL LINE
	CENTER LINES
N 12+21.95 E 12+97.08	NORTHING/EASTING LAYOUT COORDINATE CALLOUT
(COD)	CENTER OF DRAIN
(COP)	CENTER OF POST
(POB)	POINT OF BEGINNING FOR GRID LAYOUT
(RAD)	RADIUS POINT
(TAN)	TANGENT POINT

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SPORT PLANNING & DESIGN
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REGISTERED LANDSCAPE ARCHITECT
DEREK McKEE
No. 4148
Signature
EXPIRATION DATE: DEC. 2019
STATE OF CALIFORNIA

CONSULTANT

SHEET TITLE
LAYOUT PLAN

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE

DRAWN BY	CHECKED BY
LW/RK	CMES / DM
DATE ISSUED	SCALE
6/1/18	1" = 20'-0"

PROJ. NO.
1706001

SHEET NO.
L7.1
OF SHEETS

LAYOUT PLAN

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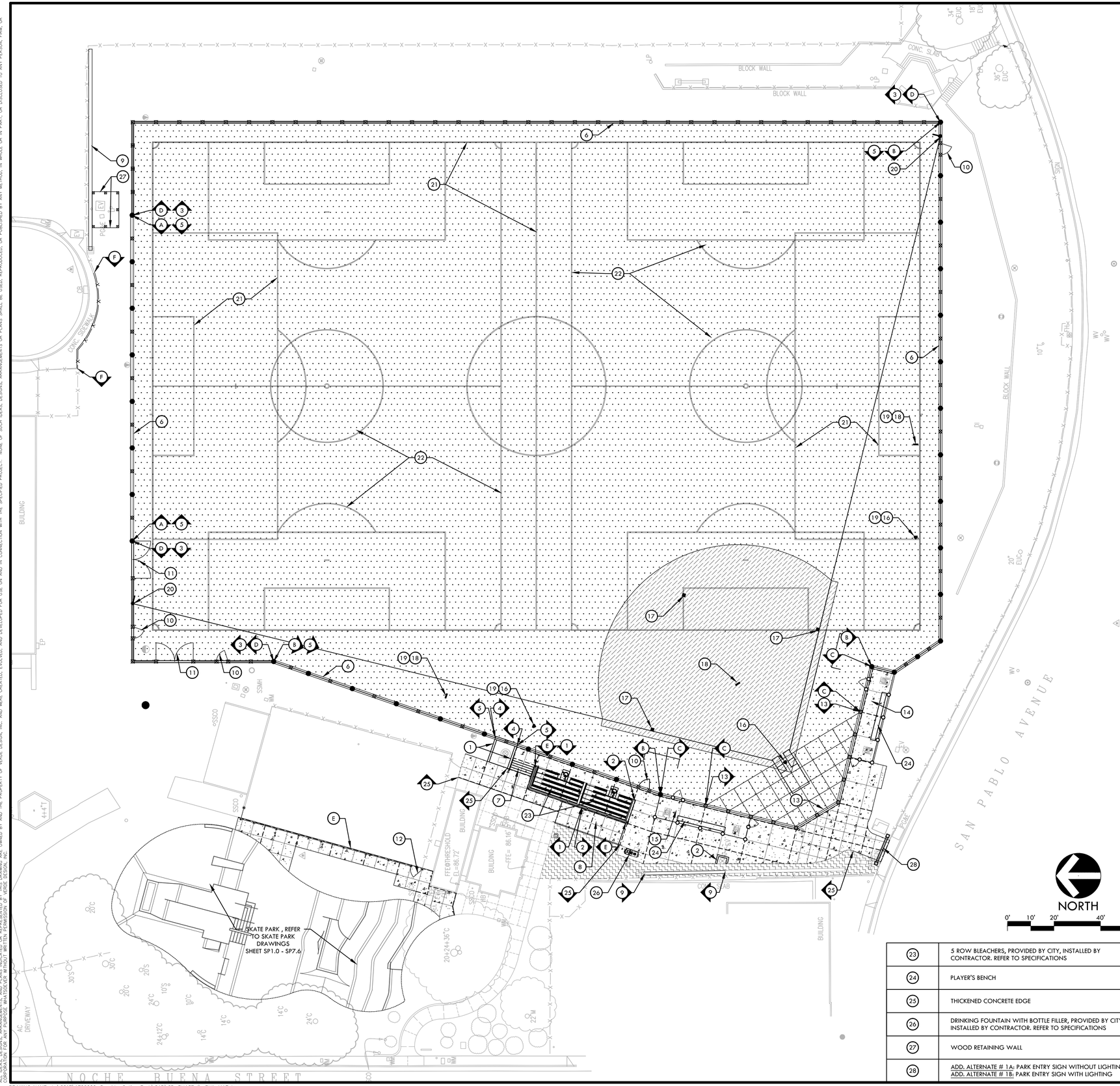
PLOT DATE: 06-22-18 PLOTTED BY: station28



MATERIAL NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. THE INTERFACE OF ALL PROPOSED IMPROVEMENTS TO EXISTING SITE SHALL CONFORM AND BE SMOOTH AND UNIFORM.
3. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
4. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
5. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO PLANS, DETAILS, AND SPECIFICATIONS FOR PRECISE LOCATION.

MATERIAL LEGEND

SYM	DESCRIPTION	DTL REF
	SYNTHETIC TURF - GREEN COLOR, REFER TO SPECIFICATIONS.	F D2.1
	SYNTHETIC TURF - TAN COLOR, REFER TO SPECIFICATIONS.	F D2.1
	CONCRETE PAVING - PEDESTRIAN	A D2.1
	PLANTING AREA, REFER TO PLANTING PLAN	
	8'-0" TALL GALVANIZED CHAIN LINK FENCE WITH 12' NETTING, 20' TOTAL. (A)	F D3.1
	8'-0" TALL GALVANIZED CHAIN LINK FENCE WITH 22' NETTING, 30' TOTAL. (B)	F D3.1
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK FENCE AND NETTING (PAINT POST BLACK).	B D3.2
	10'-0" TALL GALVANIZED CHAIN LINK FENCE AT DUGOUT WITH 30' NETTING.	
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK FENCE AND NETTING (PAINT POST BLACK). (C)	F D3.1
	8'-0" TALL GALVANIZED CHAIN LINK FENCE (D)	F D3.1
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK FENCE	
	48" TALL GALVANIZED CHAIN LINK FENCE AT BLEACHERS AND BASKETBALL COURT. (E)	E D3.1
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK FENCE	
X—X—X	NEW GALVANIZED CHAIN LINK FENCE TO MATCH THE ADJACENT EXISTING CHAIN LINK FENCE (F)	
	SCORE JOINT	C D2.1
	EXPANSION JOINT	
1	10" WIDE CONCRETE RETAINING WALL	F D2.2
2	10" WIDE CONCRETE TALL CURB	D D2.2
3	10" WIDE CONCRETE EDGEBAND	B D2.2
4	16" WIDE CONCRETE RETAINING WALL	E D2.2
5	16" WIDE CONCRETE EDGEBAND	C D2.2
6	SYNTHETIC TURF EDGE CONNECTION	G D2.1
7	STAIRS AND STAIR HANDRAIL	H,J D2.1
	ADD. ALTERNATE # 2: POWDER COATED BLACK STAIR HANDRAIL	
8	RAMP AND RAMP HANDRAIL	I,K D2.1
	ADD. ALTERNATE # 2: POWDER COATED BLACK RAMP HANDRAIL	
9	CONCRETE SWALE	I D1.1
10	8'X5' - GALVANIZED CHAIN LINK SWING GATE	H D3.1
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK SWING GATE	
11	8'X16' - GALVANIZED CHAIN LINK DOUBLE SWING GATE	I D3.1
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK DOUBLE SWING GATE	
12	48"X5' - GALVANIZED CHAIN LINK SWING GATE	J D3.3
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK SWING GATE	
13	BACKSTOP ELEVATION:	
	BASE BID - GALVANIZED POSTS, FENCE AND TRUSS SYSTEM	A D3.2
	ADD. ALTERNATE # 2: BLACK CLAD POSTS, FENCE AND TRUSS SYSTEM	
14	1ST BASE DUGOUT - PLAN	
	BASE BID - GALVANIZED CHAIN LINK FENCE AND GATES WITH SLATS	A,B,E D3.3
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK FENCE AND GATES WITH SLATS	
15	3RD BASE DUGOUT - PLAN	
	BASE BID - GALVANIZED CHAIN LINK FENCE AND GATES WITH SLATS	C,D,E D3.3
	ADD. ALTERNATE # 2: BLACK CLAD CHAIN LINK FENCE AND GATES WITH SLATS	
16	HOME PLATE	L,N D3.1
17	BASE LOCATION	L,M,N D3.1
18	PITCHER'S PLATE	L,N D3.1
19	BULL PEN INFIELD	N D3.1
20	FOUL POLE, REFER TO SPECIFICATIONS (B D3.1)	D D3.2
21	SOCCER FIELD STRIPING	H D4.1
22	PRACTICE SOCCER FIELD STRIPING	I D4.1
23	5 ROW BLEACHERS, PROVIDED BY CITY, INSTALLED BY CONTRACTOR. REFER TO SPECIFICATIONS	
24	PLAYER'S BENCH	I D3.3
25	THICKENED CONCRETE EDGE	B D2.1
26	DRINKING FOUNTAIN WITH BOTTLE FILLER, PROVIDED BY CITY, INSTALLED BY CONTRACTOR. REFER TO SPECIFICATIONS	G D2.2
27	WOOD RETAINING WALL	H D2.2
28	ADD. ALTERNATE # 1A: PARK ENTRY SIGN WITHOUT LIGHTING ADD. ALTERNATE # 1B: PARK ENTRY SIGN WITH LIGHTING	A,B D5.1

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Signature
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CONSULTANT

SHEET TITLE
MATERIAL AND DETAIL REFERENCE PLAN

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
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DRAWN BY: LW/RK
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DATE ISSUED: 6/1/18
SCALE: 1" = 20'-0"
PROJ. NO.: 1706001
SHEET NO.: L8.1 OF SHEETS

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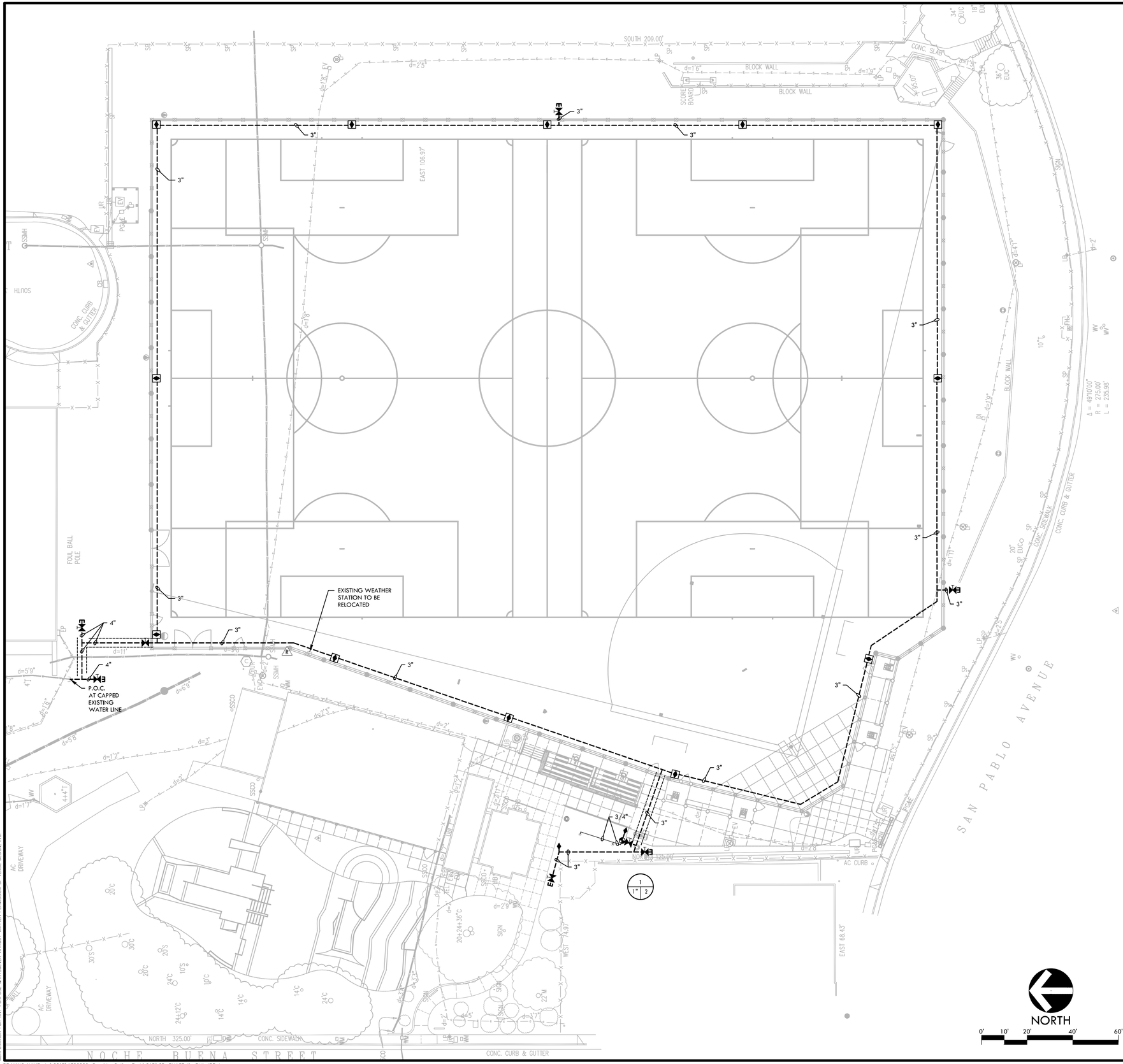

IRRIGATION NOTES

1. THIS SYSTEM IS DESIGNED TO OPERATE AT A MAXIMUM FLOW OF (60) GPM WITH A MINIMUM (90) STATIC P.S.I. AT THE POINT OF CONNECTION. CONTRACTOR SHALL VERIFY PRESSURE PRIOR TO BEGINNING WORK. CONTACT OWNER IMMEDIATELY SHOULD DISCREPANCY ARISE AND RE-DIRECT WORK TO AVOID DELAY.
2. CONTRACTOR SHALL COORDINATE ELECTRICAL SUPPLY WITH GENERAL CONTRACTOR. GENERAL CONTRACTOR SHALL STUB APPROPRIATE POWER SUPPLY IN VICINITY OF CONTROLLER LOCATION.
3. IRRIGATION SYSTEM DESIGN IS DIAGRAMMATIC. WHERE PIPING, VALVES, QUICK COUPLERS, ETC. ARE SHOWN OUTSIDE PLANTING AREAS, OR LIMIT OF WORK; INTENT IS FOR PIPING, VALVES, ETC., TO BE INSTALLED WITHIN PLANTING AREAS OF PROPERTY. INDICATE EXACT LOCATIONS OF IRRIGATION EQUIPMENT ON RECORD DRAWINGS. REFER TO SPECIFICATIONS.
4. CONTRACTOR SHALL PROGRAM CONTROLLER TO ENSURE PROPER IRRIGATION. BASED ON PLANT TYPE, EXPOSURE AND SEASON.
5. CONTRACTOR SHALL USE EXTREME CARE WHERE IT IS NECESSARY TO TRENCH NEAR EXISTING TREES. EXCAVATION IN AREAS EXHIBITING ROOT 3" AND LARGER SHALL BE DONE BY HAND. ROOTS 2" OR LARGER IN DIAMETER DAMAGED IN CONSTRUCTION SHALL BE CLEANLY CUT.
6. CONTRACTOR SHALL REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

IRRIGATION LEGEND

SYM.	ITEM	MANUF. / MODEL NO.	CAT.RAD. /DES.RAD.	GPM	PSI	DTL REF
○	BUBBLER	HUNTER: PCB-50-BUBBLER ASSY. 2 PER 15 GAL. TREE, 4 PER 24" BOX, 6 PER 36" AND 48" BOX	-	.50	30	J,K D4.1
	REMOTE CONTROL VALVE	HUNTER: ICV-G-AS-ADJ SERIES REMOTE CONTROL VALVE WITH PRESSURE REGULATOR, SIZE AS NOTED. RUN CONTROL WIRING TO EXISTING CONTROLLER IN MAINLINE TRENCH				A D4.1
	BALL VALVE	NIBCO: T-FP-600N BRONZE BALL VALVE FOR VALVES ABOVE 2" IN SIZE				B D4.1
	QUICK COUPLER VALVE	HUNTER: HQ-44-LRC 1" QUICK COUPLER VALVE IN SOFTSCAPE				D D4.1
	QUICK COUPLER VALVE	HUNTER: HQ-44-LRC 1" QUICK COUPLER VALVE IN SYNTHETIC TURF				E D4.1
	MAINLINE	2-1/2" AND 3": CLASS 200 PVC PIPE WITH RING - TITE CONNECTIONS. AND WITH MECHANICAL RESTRAINT FITTINGS AND 24" COVER				F D4.1
	STUB AND CAP MAINLINE	STUB AND CAP MAIN LINE IN 8" ROUND VALVE BOX. RUN SIX ADDITIONAL CONTROL WIRES AND ONE COMMON FROM CONTROLLER AND COIL 24" OF WIRE IN VALVE BOX				N D4.1
	LATERAL LINE	SCHEDULE 40 PVC WITH SOLVENT-WELD FITTINGS, WITH 18" COVER, , SIZE AS NOTED				F D4.1
	IRRIGATION SLEEVE	CLASS 200 PVC, SIZE AS NOTED, WITH 30" COVER				F D4.1
R	WEATHER STATION	RELOCATE EXISTING WEATHER STATION ON FENCE POST AT 10' HEIGHT				
C	EXISTING CONTROLLER					
P.O.C.	POINT OF CONNECTION: TIE PROPOSED MAIN LINE TO EXISTING SUPPLY LINE. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING SUPPLY LINE AND WATER PRESSURE. PROVIDE STATIC WATER PRESSURE RATING TO OWNER'S REPRESENTATIVE.					

CONTROLLER STATION NUMBER
APPROX. GPM FLOW THROUGH VALVE
CONTROL VALVE SIZE
BUBBLERS

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DEREK McGEE
No. 4148
Signature
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STATE OF CALIFORNIA

CONSULTANT

SHEET TITLE
IRRIGATION PLAN

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

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60% SUBMITTAL	3/9/18
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1		
2		
3		
4		
5		
6		

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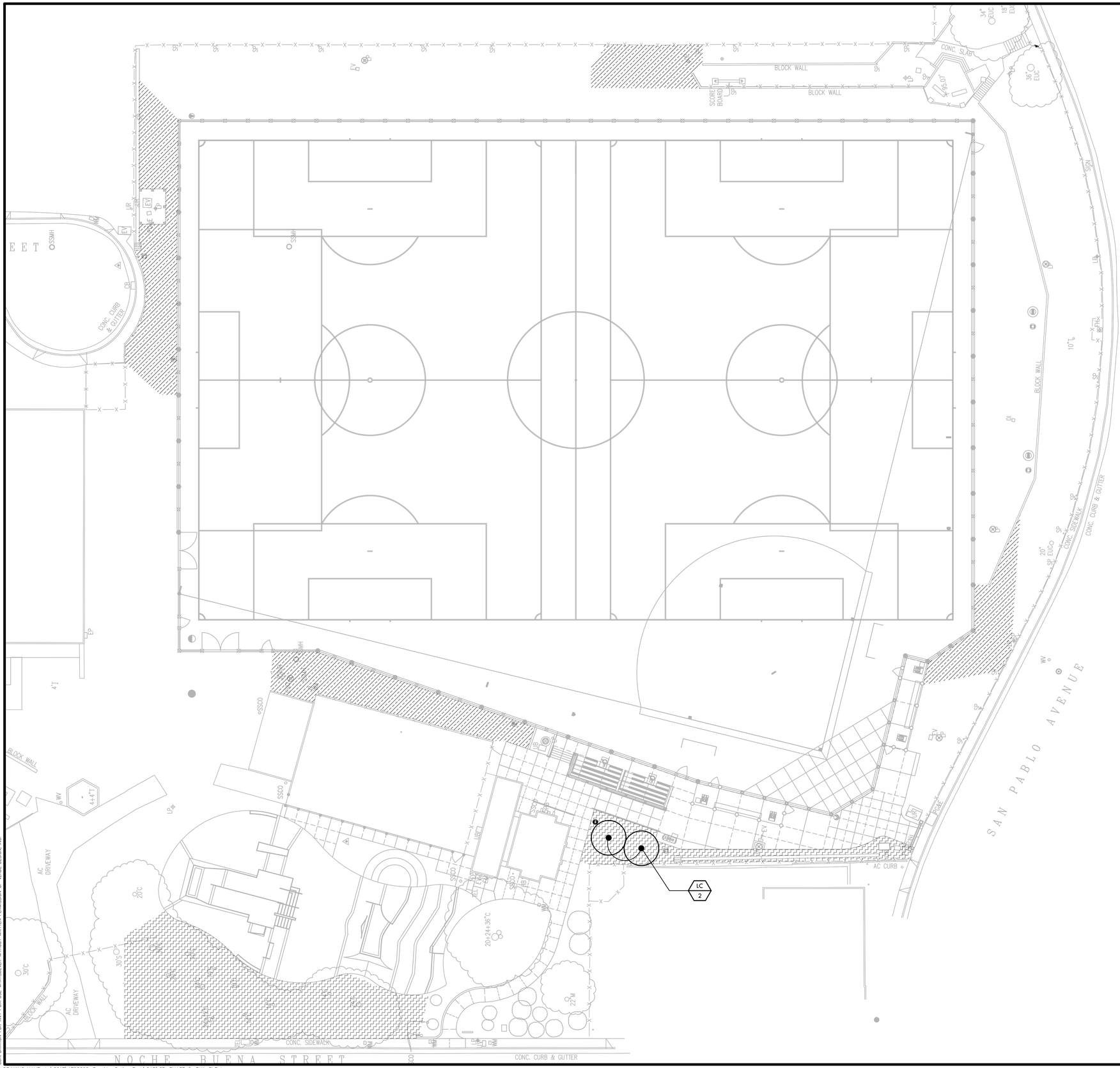

PLANTING NOTES

1. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANT MATERIAL FROM TIME OF DELIVERY TO TIME OF FINAL ACCEPTANCE. OWNER SHALL NOT BE RESPONSIBLE FOR LOSSES DUE TO VANDALISM, THEFT OR SEVERE WEATHER.
2. CONTRACTOR SHALL PLACE PLANT MATERIALS SO THEY DO NOT INTERFERE WITH IRRIGATION SYSTEM OR INHIBIT REQUIRED COVERAGE. PLANT LOCATIONS MAY BE ADJUSTED AS LONG AS DESIGN INTENT IS NOT COMPROMISED. CONTRACTOR SHALL SET OUT PLANT MATERIAL AS PER PLAN AND RECEIVE ACCEPTANCE FROM OWNER'S REPRESENTATIVE WITH RESPECT TO PLANT HEALTH AND LOCATION PRIOR TO INSTALLATION. CONTRACTOR SHALL GIVE MINIMUM 2 WORKING DAYS NOTICE FOR OBSERVATION AND SHALL HAVE ALL PLANT MATERIAL IN SPECIFIED LOCATIONS FOR REVIEW AT ONE TIME. CONTRACTOR SHALL REPLACE ANY MATERIAL AS REQUESTED BY OWNER'S REPRERESENTATIVE.
3. ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF BARK MULCH TOP DRESS (UNLESS NOTED OTHERWISE). REFER TO SPECIFICATIONS.
4. WHEN WORK HAS TO OCCUR UNDER THE DRIPLINE OF EXISTING TREES NOT SCHEDULED FOR REMOVAL, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO THE TREES AND TREE ROOTS. GRADE IN LINES RADIAL TO THE EXISTING TREES RATHER THAN TANGENTIAL. ALL PARTIAL CUTS OR TEARS THROUGH ROOTS TWO INCHES IN DIAMETER AND LARGER SHALL BE CUT CLEAN. TRENCHES ADJACENT TO TREES SHALL BE FILLED WITHIN 24 HOURS AFTER EXCAVATION, BUT WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE, AND ANY EXPOSED ROOTS SHALL BE KEPT SHADED AND MOIST WITH DAMPENED BURLAP OR CANVAS.

PLANTING LEGEND

SYM	QTY	SIZE	BOTANICAL/COMMON NAME	SPACING	WUCOLS	DTL REF
TREES						
LC	2	24" BOX	LOPHOSTEMON CONFERTUS BRISBANE BOX	PER PLAN	L	JK D4.1
MULCH ZONE						

MULCH AREA
NOTES: CONTRACTOR TO MULCH THE UNPLANTED BARE SOIL AREA ONLY.

JUTE MESH WITH HYDROSEED, REFER TO SPECIFICATIONS

NORTH

0' 10' 20' 40' 60'

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PLANTING PLAN

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PLOT DATE: 06-01-18 PLOTTED BY: station51

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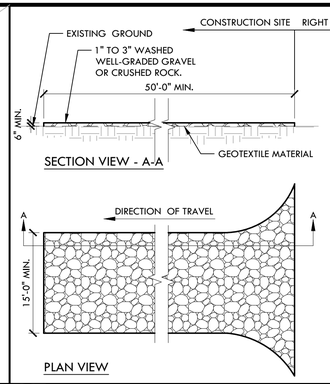
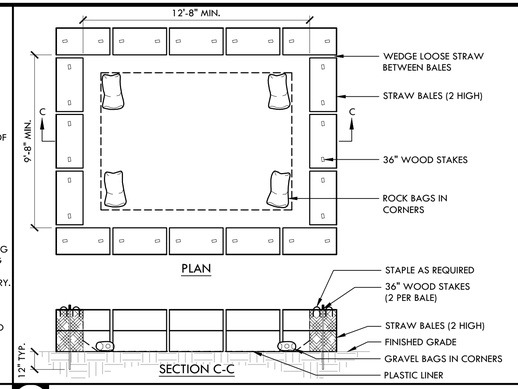
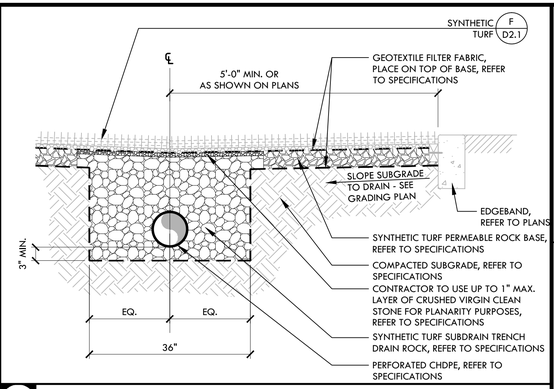


NOTES:
1. CONSTRUCTION SITE ACCESS SHALL BE CONSTRUCTED OF 1" TO 3" WASHED, WELL-GRADED GRAVEL OR CRUSHED ROCK. MATERIAL SHALL BE PLACED TO A MINIMUM THICKNESS OF 6".
2. LENGTH OF ENTRANCE SHALL BE A MINIMUM OF 50 FEET. WIDTH SHALL BE A MIN. OF 15' OR GREATER IF NECESSARY TO COVER ALL VEHICULAR INGRESS AND EGRESS. PROVIDE AMPLE TURNING RADII.
3. THE ENTRANCE SHALL BE KEPT IN GOOD CONDITION BY OCCASIONAL TOP DRESSING WITH MATERIAL AS SPECIFIED IN NOTE 1.
4. ACCESSES SHALL BE INSPECTED WEEKLY DURING PERIODS OF HEAVY USAGE, MONTHLY DURING NORMAL USAGE, AND AFTER EACH RAINFALL, WITH MAINTENANCE PROVIDED AS NECESSARY. PERIODIC TOP DRESSING SHALL BE DONE AS NEEDED.
5. TEMPORARY ACCESS ROAD SHALL BE REMOVED AT THE END OF THE PROJECT. AFFECTED AREA SHALL BE RETURNED TO AS WAS OR BETTER CONDITION.

L STABILIZED CONSTRUCTION ENTRY NTS



H TEMPORARY CONCRETE WASHOUT FACILITY NTS



D PERFORATED SUBDRAIN NTS

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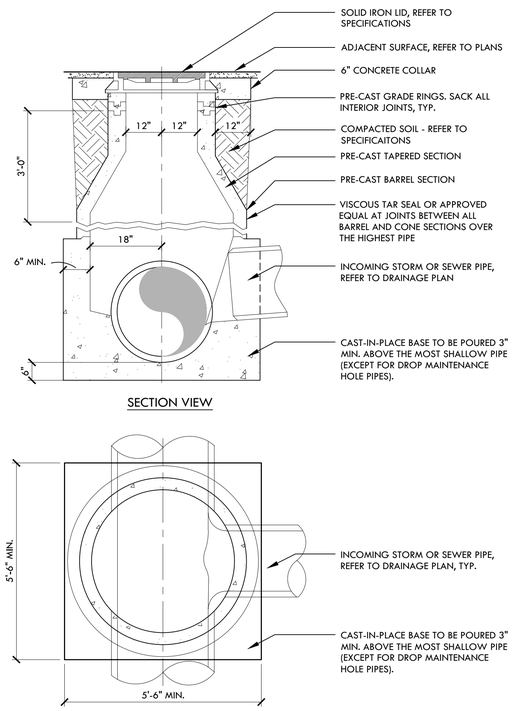
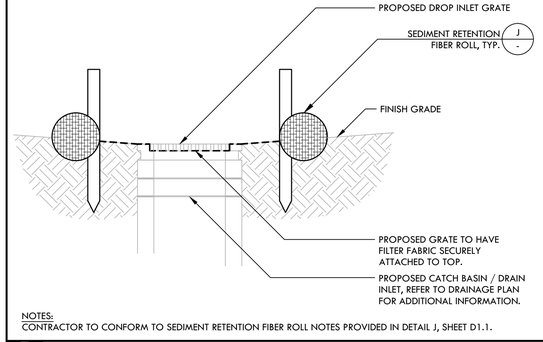
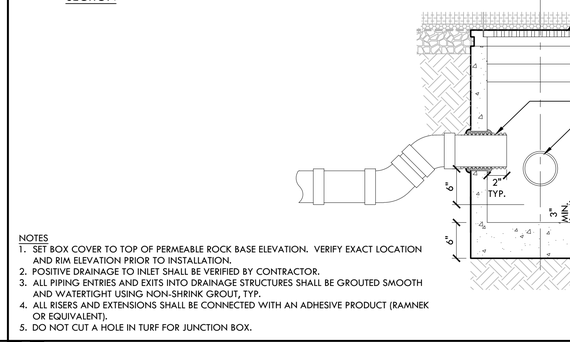


M MANHOLE NTS



NOTES:
CONTRACTOR TO CONFORM TO SEDIMENT RETENTION FIBER ROLL NOTES PROVIDED IN DETAIL J, SHEET D1.1.

K STORM DRAIN INLET FILTER FOR EXISTING AND PROPOSED STORM DRAINS NTS



NOTES
1. SET BOX COVER TO TOP OF PERMEABLE ROCK BASE ELEVATION. VERIFY EXACT LOCATION AND RIM ELEVATION PRIOR TO INSTALLATION.
2. POSITIVE DRAINAGE TO INLET SHALL BE VERIFIED BY CONTRACTOR.
3. ALL PIPING ENTRIES AND EXITS INTO DRAINAGE STRUCTURES SHALL BE GROUTED SMOOTH AND WATERTIGHT USING NON-SHRINK GROUT, TYP.
4. ALL RISERS AND EXTENSIONS SHALL BE CONNECTED WITH AN ADHESIVE PRODUCT (RAMNEK OR EQUIVALENT).
5. DO NOT CUT A HOLE IN TURF FOR JUNCTION BOX.

C JUNCTION BOX - SYNTHETIC TURF NTS

SHEET TITLE

DRAINAGE DETAILS

PROJECT NAME

DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

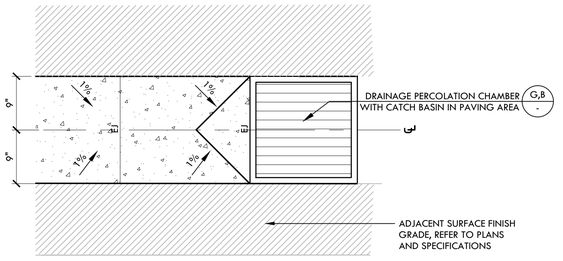
DRAWN BY	CHECKED BY
LW/RK	CMES / DM
DATE ISSUED	SCALE
6/1/18	AS SHOWN

PROJ. NO.
1706001

SHEET NO.
D1.1 OF SHEETS

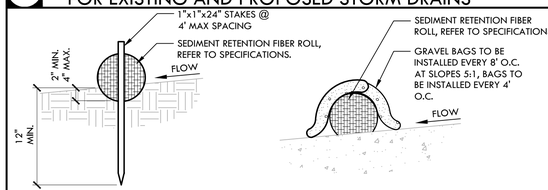
NOTE:
1. PROVIDE SCORE JOINTS 5' ON CENTER AND EXPANSION JOINTS 10' ON CENTER.
2. SJ = SAWCUT JOINT
EJ EXPANSION JOINT
REFER TO DETAIL C, SHEET D2.1

I CONCRETE SWALE NTS



CATCH BASIN AT SWALE - PLAN VIEW

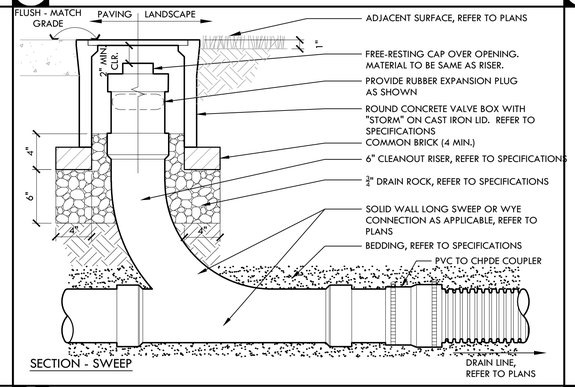
J SEDIMENT RETENTION FIBER ROLL NTS



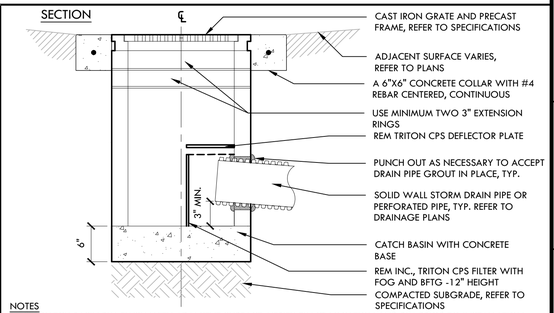
NOTES:
1. INSTALL SEDIMENT RETENTION FIBER ROLLS (FIBER ROLLS / WATTLES) AS LOCATED ON PLANS AND AS REQUIRED PER THE STATE GENERAL PERMIT FOR STORMWATER DISCHARGE.
2. FIBER ROLLS SHALL BE CONSTRUCTED LONG ENOUGH TO EXTEND ACROSS FLOW PATH OF POTENTIAL RUN-OFF AND RUN-ON.
3. PREPARE GRADES REMOVING SURFACE DEVIATIONS, LARGE STONES OR DEBRIS THAT WILL INHIBIT CONTINUOUS CONTACT OF THE FIBER ROLL WITH THE GRADE.
4. PRIOR TO FILTER ROLL INSTALLATION EXCAVATE A CONCAVE TRENCH 2" MIN., 4" MAX. DEEP ALONG THE PROPOSED FIBER ROLL LOCATION.
5. INSTALL FIBER ROLLS WITH CONTINUOUS CONTACT OF THE BOTTOM OF THE EXCAVATED TRENCH.
6. STAKE ROLL ON BOTH SIDES 2' FROM OF ENDS AND AT 4' MAXIMUM SPACING WITH 2"X2"X24" STAKES. DRIVE STAKES IN ON ALTERNATING SIDES OF THE ROLL AND OVERLAP ABUTTING ROLL ENDS 12" MIN.
7. BACKFILLED BOTH SIDES TO WATTLE AND TAMP SOIL TO FIRM AND STABLE..
8. CONTRACTOR SHALL MAKE WEEKLY INSPECTIONS OR AS INDICATED IN STORMWATER POLLUTION PREVENTION PLAN, OR THE STATE GENERAL PERMIT FOR STORMWATER DISCHARGE.

NOT USED

F

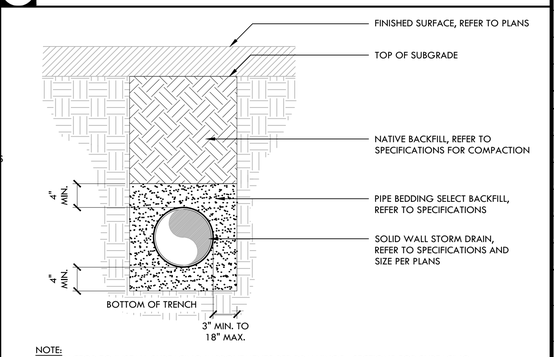


E CLEANOUT



NOTES
1. SET CATCH BASIN RIM FLUSH WITH ADJACENT SURFACE. VERIFY EXACT LOCATION AND RIM PRIOR TO INSTALLATION.
2. POSITIVE DRAINAGE TO INLET SHALL BE VERIFIED BY CONTRACTOR.
3. ALL PIPING ENTRIES AND EXITS INTO DRAINAGE STRUCTURES SHALL BE GROUTED SMOOTH AND WATERTIGHT USING NON-SHRINK GROUT, TYP.
4. ALL RISERS AND EXTENSIONS SHALL BE CONNECTED WITH AN ADHESIVE PRODUCT (RAMNEK OR EQUIVALENT).
5. ALL GRATES SHALL BE FITTED WITH LOCK-DOWN MECHANISMS OR BOLT-DOWN COVERS.

B CATCH BASIN NTS



NOTE:
CONTRACTOR TO INSTALL SURFACING IMPROVEMENTS PER DRAWINGS. SECTIONS FOR SURFACING IMPROVEMENTS SHALL SUPERCEDE BACKFILL FOR STORM DRAINS.

A TRENCH BACKFILL - SOLID WALL STORM/SEWER NTS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D1.1-DRN.dwg
PLOT DATE: 06-22-18 PLOTTED BY: station28

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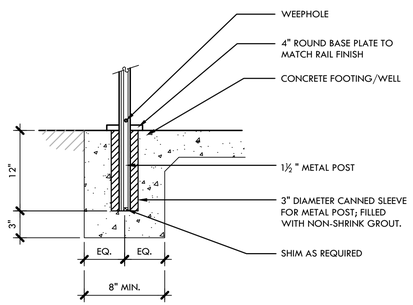
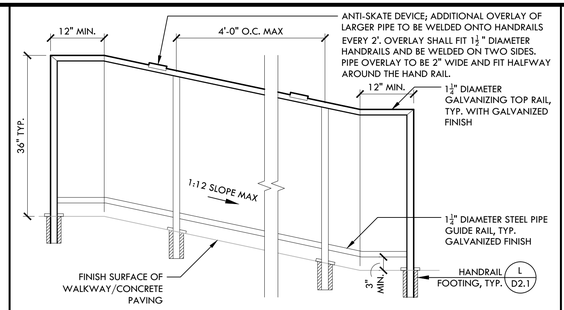
M

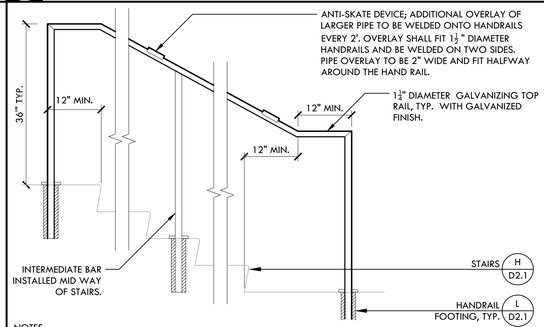


L HANDRAIL FOOTING / SLEEVE NTS



NOTES:
1. THIS DRAWING IS FOR DESIGN INTENT ONLY. SUBMIT SHOP DRAWING TO SHOW MATERIAL, WELDS AND FASTENERS.
2. ALL PIPE SHALL BE GALVANIZING.
3. ALL JOINTS SHALL BE FILLET WELD; GRIND SMOOTH JOINTS; TREAT ALL FINISHED WELDS WITH GALVANIZING.
4. ALL RAILINGS TO BE SHOP FABRICATED FOR FIELD INSTALLATION.
5. PROVIDE 1½ " FROM OUTSIDE OF HANDRAIL TO CURB/WALL ADJACENT TO HANDRAIL

K HANDRAIL - RAMP NTS



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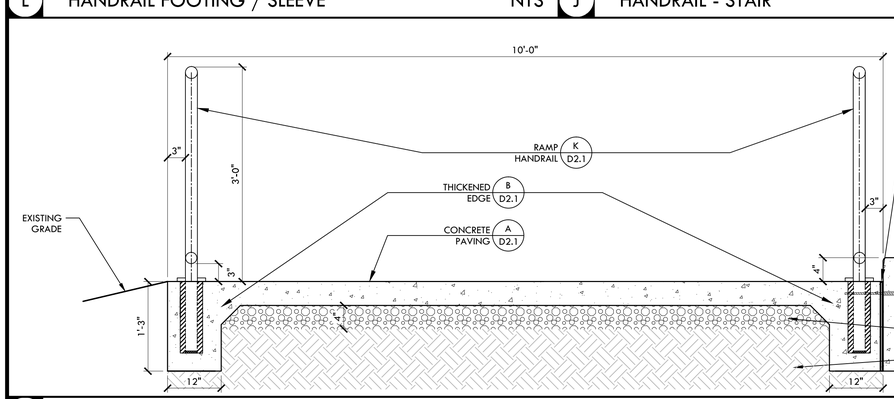
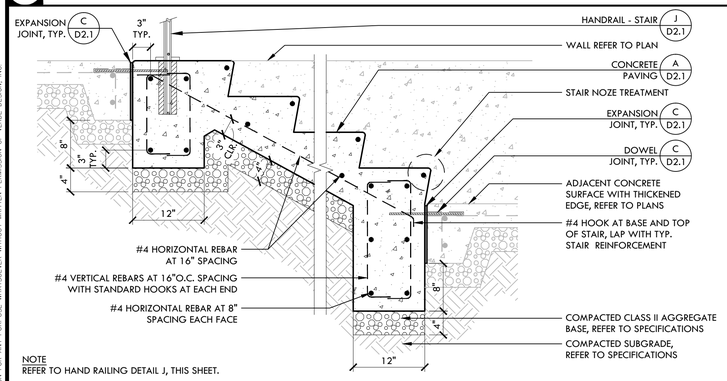
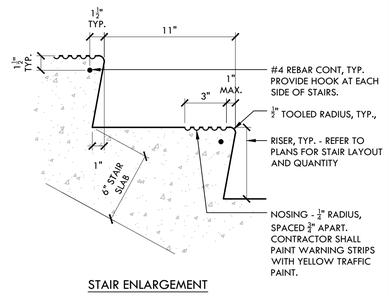
J HANDRAIL - STAIR NTS



I ACCESSIBLE RAMP AND HANDRAIL NTS

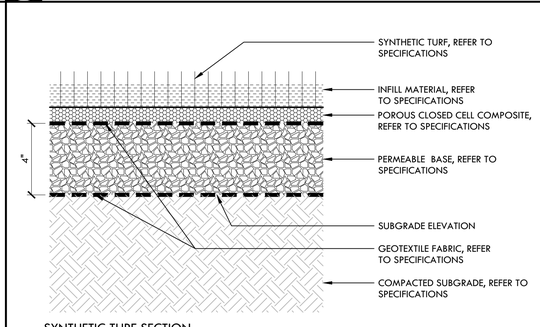


NOTE
REFER TO HAND RAILING DETAIL J, THIS SHEET.



STAIR ENLARGEMENT

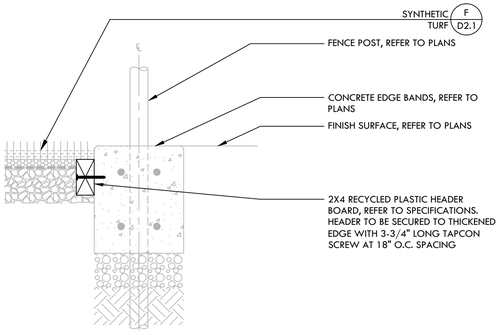
H STAIRS NTS



SYNTHETIC TURF SECTION

NOTE:
REFER TO SYNTHETIC TURF NOTES, DETAIL E, THIS SHEET.

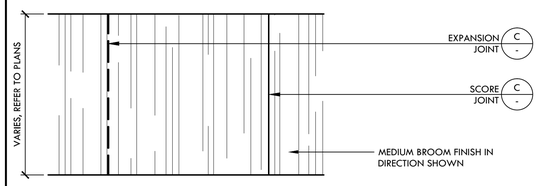
G SYNTHETIC TURF EDGE CONNECTION NTS



NOTES PERTAIN TO ALL DETAILS WITH SYNTHETIC TURF:

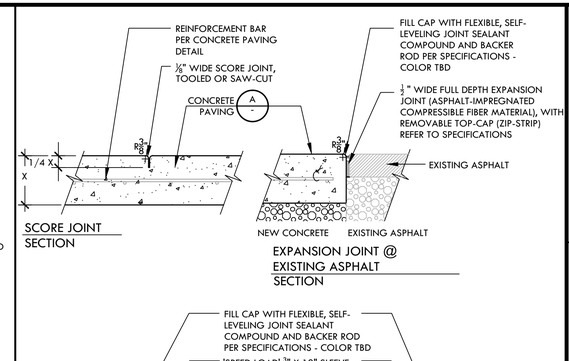
1. IDENTIFIED FINISH GRADES OF SYNTHETIC TURF SHALL BE THE TOP OF INFILL MATERIAL. INFILL MATERIAL SHALL BE ¼" BELOW ADJACENT SURFACES UNLESS EDGE IS A VERTICAL CURB.
2. SOCCER FIELD STRIPING SHALL BE INLAID OR TUFTED 4" WIDE YELLOW LINES.
3. PRACTICE SOCCER FIELD STRIPING SHALL BE INLAID OR TUFTED 4" WIDE RED LINES.
4. BASEBALL / SOFTBALL FIELD STRIPING SHALL BE INLAID OR TUFTED 2" WIDE WHITE LINES.
5. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND ACCEPTANCE. ALL FIELD MARKINGS SHALL CONFORM TO CURRENT NFHS (NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS) AND C.I.F (CALIFORNIA INTERSCHOLASTIC FEDERATION) GUIDELINES.
6. NO MANUFACTURER, CONTRACTOR OR VENDOR LOGOS ARE TO BE INSTALLED UNLESS SPECIFIED.
7. NO CUT OUTS IN TURF SHALL BE MADE UNLESS OTHERWISE NOTED AND ESPECIALLY NO CUT OUTS IN THE FIELD OF PLAY. QUICK COUPLERS ARE THE ONLY UTILITIES TO BE CUT THROUGH TURF. QUICK COUPLERS ARE LOCATED ON THE PERIMETER AND OUT OF THE FIELD OF PLAY AREAS.

E SYNTHETIC TURF NOTES NTS



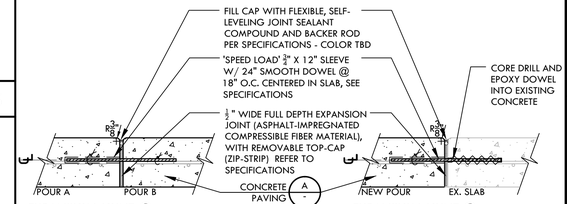
NOTE:
PROVIDE SCORE JOINTS 5' O.C. AND 20' O.C. FOR EXPANSION JOINT UNLESS OTHERWISE NOTED.

D CONCRETE PAVING FINISH NTS



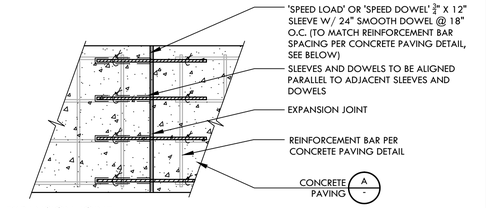
SCORE JOINT
SECTION

EXPANSION JOINT @
EXISTING ASPHALT
SECTION



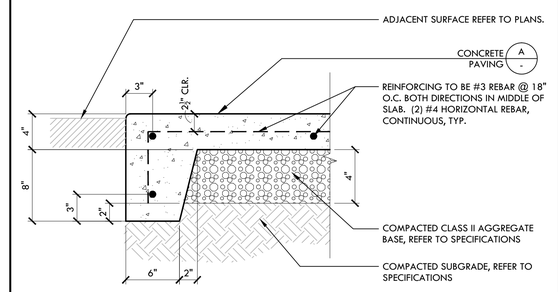
EXPANSION JOINT @
NEW CONCRETE
SECTION

EXPANSION JOINT @
EXISTING CONCRETE
SECTION



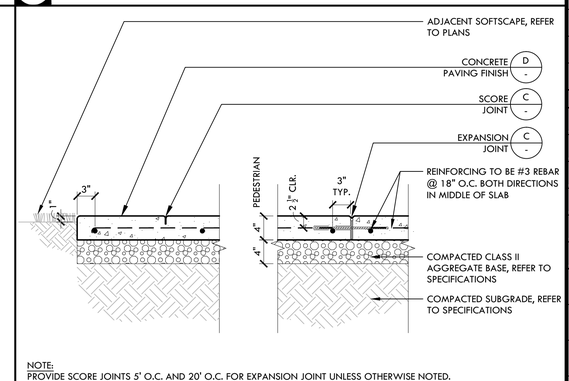
EXPANSION JOINT
PLAN

C CONCRETE JOINTS NTS



NOTE:
PROVIDE SCORE JOINTS 5' O.C. AND 20' O.C. FOR EXPANSION JOINT UNLESS OTHERWISE NOTED.

B THICKENED EDGE NTS



NOTE:
PROVIDE SCORE JOINTS 5' O.C. AND 20' O.C. FOR EXPANSION JOINT UNLESS OTHERWISE NOTED.

A CONCRETE PAVING NTS

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com

STAMP

REGISTERED LANDSCAPE ARCHITECT
DEREK McKEE
No. 4148
Signature
EXPIRATION DATE: DEC. 2019
STATE OF CALIFORNIA

CONSULTANT

SHEET TITLE
CONSTRUCTION DETAILS

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

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PROJ. NO.
1706001

SHEET NO.
D2.1 OF SHEETS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D2.1-CON.dwg
PLOT DATE: 06-22-18 PLOTTED BY: station28

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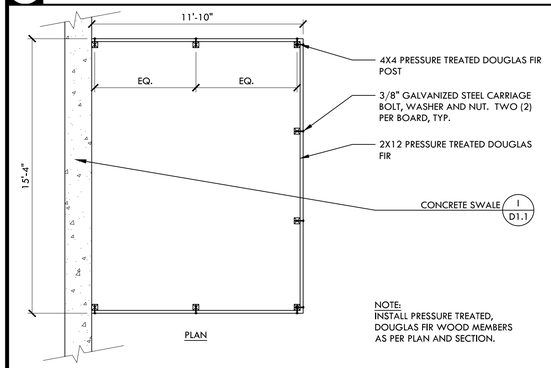
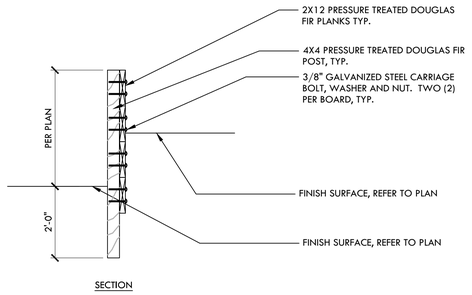
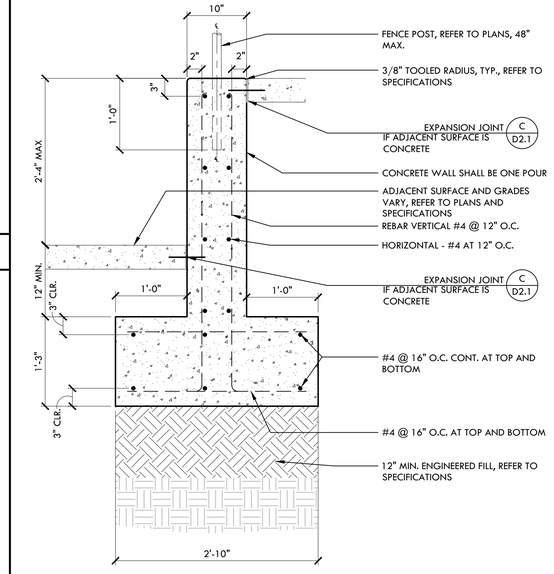


NOTE:
INSTALL PRESSURE TREATED, DOUGLAS FIR WOOD MEMBERS AS PER PLAN AND SECTION.



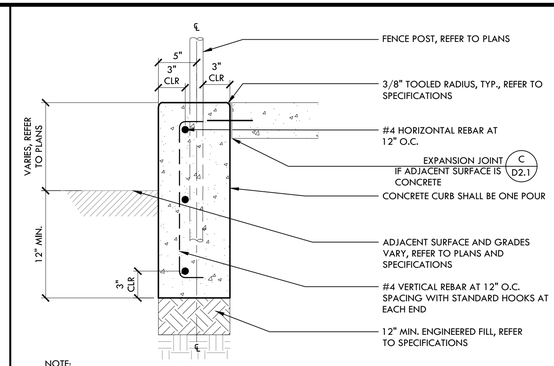
I

H WOODEN WALL - PLAN NTS



NOTE:
REFER TO EDGEBAND, TALL CURB AND WALLS NOTES, DETAIL A, SHEET D2.2 FOR ADDITIONAL INFORMATION.

F 10" WIDE CONCRETE RETAINING WALL NTS



NOTE:
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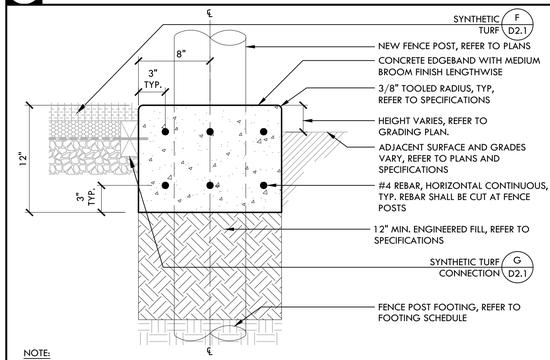
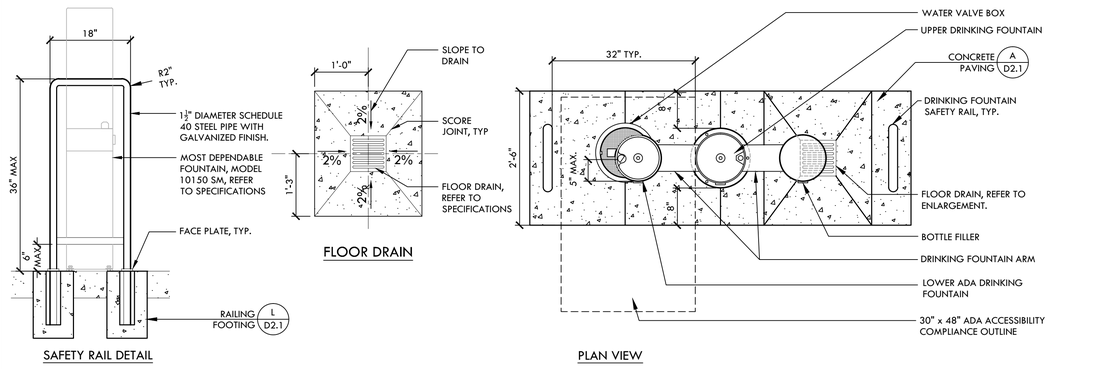
D 10" WIDE CONCRETE TALL CURB NTS



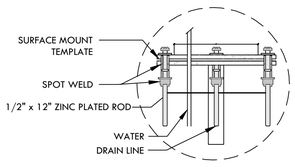
NOTE:
1) REFER TO EDGEBAND, TALL CURB AND WALLS NOTES, DETAIL A, SHEET D2.2 FOR ADDITIONAL INFORMATION.
2) INSTALL EXPANSION JOINT IF ADJACENT SURFACE IS CONCRETE PAVING.

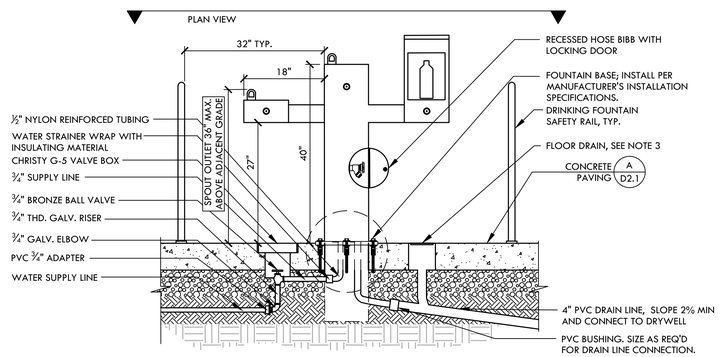
C 16" WIDE CONCRETE EDGEBAND WITH FENCE AT SYNTHETIC TURF NTS



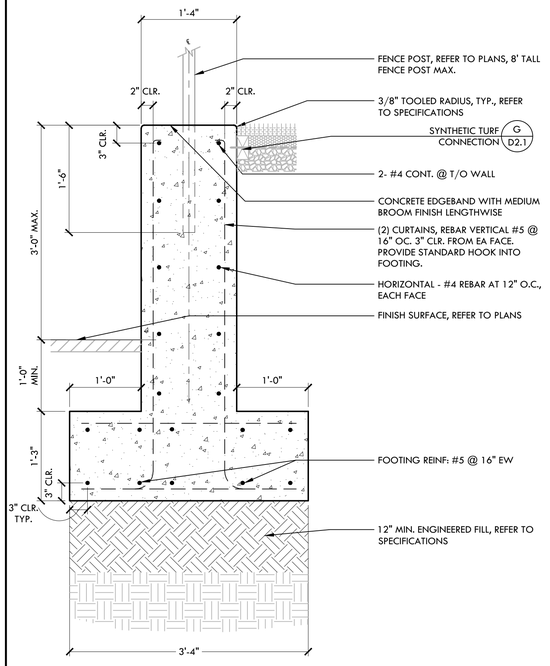
NOTES:

1. MEETS ADA REGULATIONS. ALL DRINKING FOUNTAINS TO BE INSTALLED CLEAR OF ACCESSIBLE PATH OF TRAVEL.
2. LOWER BOWL AND BOTTLE FILLER TO BE BUILT AT A FRONT APPROACH. CONTRACTOR TO COORDINATE WITH MANUFACTURE.
3. 8"X8" FLOOR DRAIN, REFER TO SPECIFICATIONS.
4. CONNECT 4" PVC PIPE FROM FLOOR DRAIN TO MAIN FOUNTAIN DRAIN LINE.





G DRINKING FOUNTAIN NTS



NOTE:
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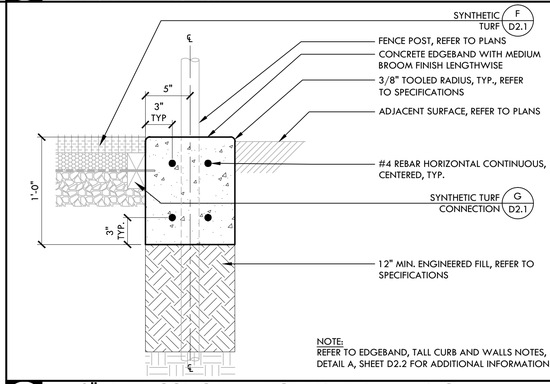
E 16" WIDE CONCRETE RETAINING WALL NTS



NOTE:
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B 10" WIDE CONCRETE EDGEBAND WITH FENCE AT SYNTHETIC TURF NTS

NOTES PERTAIN TO ALL EDGEBAND AND CURB DETAILS:

1. FOR EDGEBANDS AND CURBS WITH FENCING, INSTALL EXPANSION JOINTS AT ALL CORNERS AND AT ALL FENCE POSTS. INSTALL SCORE JOINTS AT 5' O.C. AND OR EVENLY SPACED AND CENTERED BETWEEN POSTS.
2. ALL EXPANSION JOINTS SHALL BE SEALED, PER SPECIFICATIONS.

NOTES PERTAIN TO ALL TALL CURB AND WALLS DETAILS:

1. PROVIDE EXPANSION JOINTS CENTERED AT FENCE POSTS.
2. AT EXPANSION JOINTS, PROVIDE A 24" LONG #4 DOWEL AT EACH CURB HORIZONTAL REBAR, CENTERED ON THE JOINT., AS PER DETAIL.
3. EXPANSION JOINTS SHALL BE INSTALLED WITH A ¾" TOLLED RADII ON EACH SIDE OF, IN ADDITION TO THE FIBER EXPANSION JOINT MATERIAL.
4. PROVIDE AN EXPANSION JOINT AT EACH FENCE POST. THE VERTICAL JOINT SHALL HAVE ¾" TOOLED RADII EDGE. THE HORIZONTAL JOINT, ALONG THE TOP OF CURB, SHALL BE A TOOLED JOINT, ALIGNED WITH AND MATCHING THE VERTICAL TOOLED EXPANSION JOINT.
5. ALL EXPANSION JOINTS SHALL BE SEALED PER SPECIFICATION.
6. NO JOINTS ARE REQUIRED ON TALL CURBS, EXCEPT AS INDICATED AT EACH FENCE POST IN ITEM #4 ABOVE.

FINISHES
EDGEBANDS AND CURBS: MEDIUM BROOM FINISH LENGTHWISE
WALL AND TALL CURBS: MEDIUM BROOM FINISH LENGTHWISE - TOP AND SIDES

A EDGEBAND, TALL CURB AND WALLS NOTES NTS

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D2.2 OF SHEETS

CONSTRUCTION DETAILS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D2.2-CON.dwg
PLOT DATE: 06-22-18 PLOTTED BY: station28

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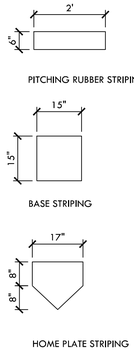
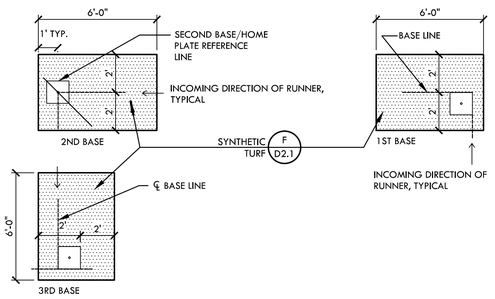
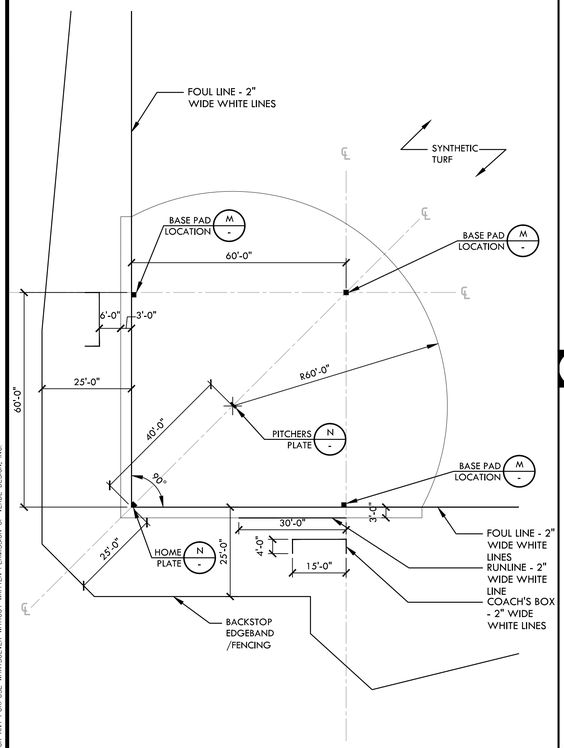


N PRACTICE FIELD STRIPING — NTS

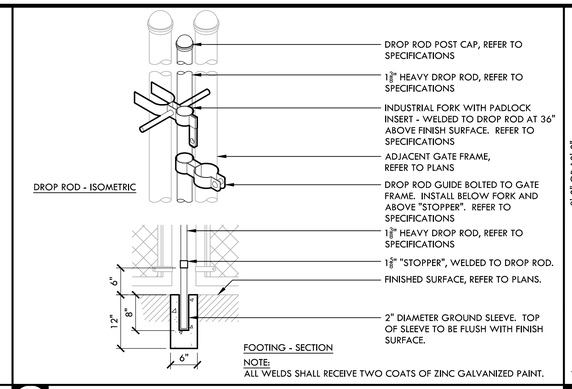


NOTES:
1. PEGS LOCATED CENTERED ON BASE, 6" FROM INTERSECTION OF BASE LINE FOR 1ST AND 3RD BASES.
2. PEGS LOCATED ON INTERSECTION OF BASE LINE FOR 2ND BASE.
3. DETAIL PROVIDED FOR LOCATION ONLY.

M BASE PAD LOCATION IN SYNTHETIC TURF — NTS

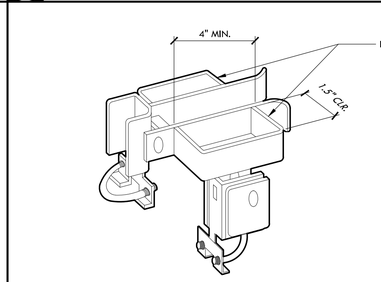


L SOFTBALL INFIELD — NTS



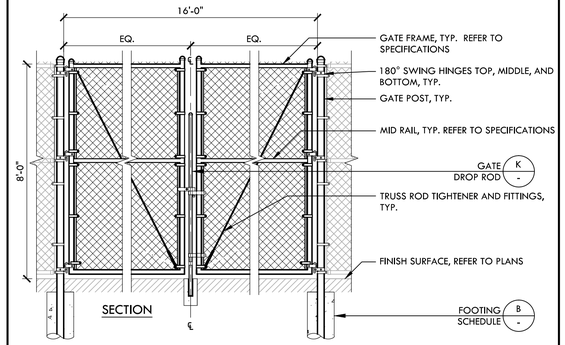
NOTE:
ALL WELDS SHALL RECEIVE TWO COATS OF ZINC GALVANIZED PAINT.

K GATE - DROP ROD — NTS



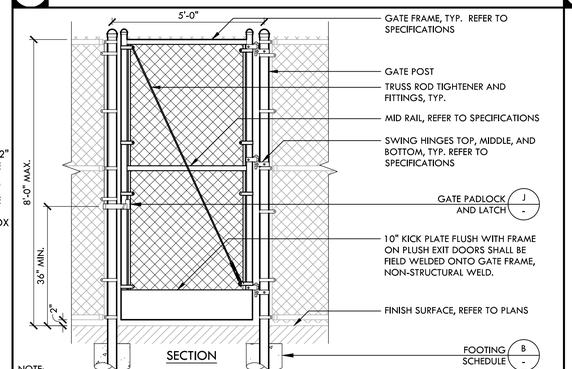
NOTES:
1. FULCRUM GATE LATCH AT HOOVER FENCE CO.
2. LATCH HANDLE MEASURED FROM INSIDE EDGE.
3. WELD HANDLE ON BOTH SIDES, MOUNT LEVER ON GATE.
4. ALL WELDS SHALL RECEIVE TWO COATS OF ZINC GALVANIZED PAINT.
5. CONTRACTOR TO REFER TO STRUCTURAL DRAWINGS FOR RECEIVING FENCE POST SIZES AND REFER TO SPECIFICATIONS FOR GATE FRAME SIZES. CONTRACTOR TO COORDINATE FABRICATION WITH MANUFACTURER FOR APPROPRIATE GATE LATCH SIZES.

J GATE PADLOCK AND LATCH — NTS



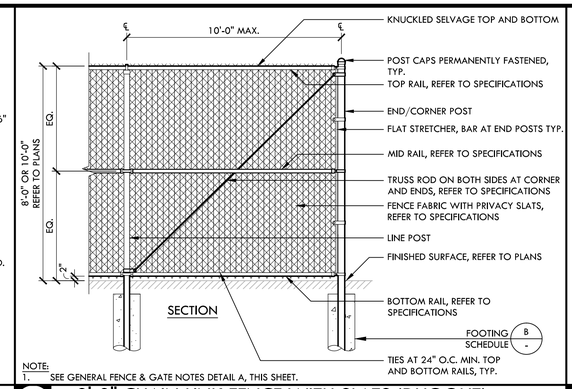
NOTE:
1. SEE GENERAL FENCE & GATE NOTES SHEET D3.1, DETAIL A.

I 8' TALL X 16' WIDE - DOUBLE SWING GATE — NTS



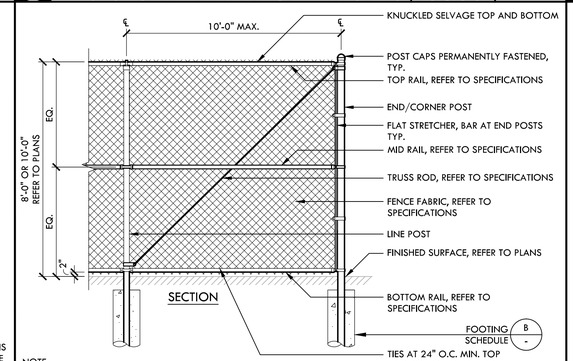
NOTE:
1. SEE GENERAL FENCE & GATE NOTES DETAIL A, THIS SHEET.

H 8' TALL X 5' SWING GATE — NTS



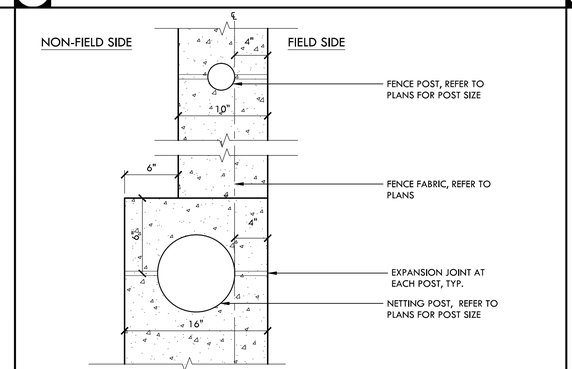
NOTE:
1. SEE GENERAL FENCE & GATE NOTES DETAIL A, THIS SHEET.

G 8'-0" CHAIN LINK FENCE WITH SLATS (DUGOUT) 10'-0" CHAIN LINK FENCE WITH SLATS (DUGOUT) — NTS



NOTE:
1. SEE GENERAL FENCE & GATE NOTES DETAIL A, THIS SHEET.

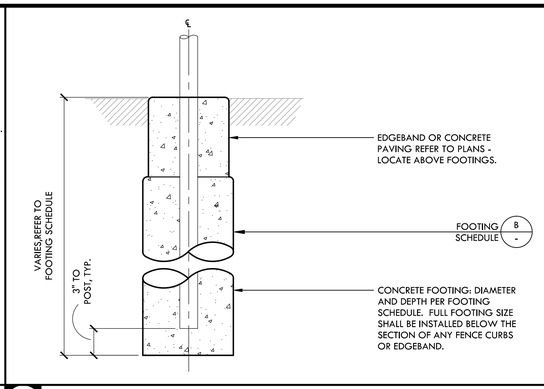
F 8'-0" CHAIN LINK FENCE 10'-0" CHAIN LINK FENCE (DUGOUT) — NTS



NOTE:
1. SEE GENERAL FENCE & GATE NOTES DETAIL A, THIS SHEET.

E 48" CHAIN LINK FENCE — NTS

D FENCE POST ALIGNMENT - PLAN VIEW — NTS



C FENCE FOOTING — NTS

FENCE POSTS

DESCRIPTION	FENCE HEIGHT (FT)	POST SPACING (FT)	FOOTING DIAMETER (INCHES)	FOOTING DEPTH (FT)	PIPE SIZE	MATERIAL
CHAIN LINK FENCE	4'-0"	10'-0"	18"	5'-0"	PIPE 1-1/2 STD	ASTM F1083
CHAIN LINK FENCE	6'-0"	10'-0"	18"	5'-0"	PIPE 2 STD	ASTM F1083
CHAIN LINK FENCE	8'-0"	10'-0"	18"	5'-0"	PIPE 2-1/2 STD	ASTM F1083
CHAIN LINK FENCE WITH SLATS (DUGOUT)	8'-0"	10'-0"	18"	6'-6"	PIPE 5 STD	ASTM F1083
CHAIN LINK FENCE	10'-0"	10'-0"	18"	5'-0"	PIPE 3 STD	ASTM F1083
CHAIN LINK FENCE WITH SLATS (DUGOUT SIDES)	10'-0"	10'-0"	18"	7'-6"	PIPE 6 STD	ASTM F1083
OUT FIELD NETTING	20'-0"	20'-0"	24"	7'-0"	PIPE 8 STD	ASTM F1084
OUT FIELD NETTING	30'-0"	20'-0"	24"	8'-0"	PIPE 8 STD	ASTM F1085
BACKSTOP POSTS	20'-0" - 30'-0"	10'-0"	24"	8'-0"	PIPE 8 STD	ASTM A53 B

GATES

DESCRIPTION	GATE HEIGHT (FT)	GATE WIDTH (FT)	FOOTING DIAMETER (INCHES)	FOOTING DEPTH (FT)	PIPE SIZE	MATERIAL
CHAIN LINK SWING GATE	4'-0"	4'-6"	18"	5'-0"	PIPE 2-1/2" STD	ASTM F1083
CHAIN LINK SWING GATE (DUGOUT)	8'-0"	4'-6"	18"	5'-0"	PIPE 2-1/2" STD	ASTM F1083
CHAIN LINK SWING GATE WITH SLATS (DUGOUT)	8'-0"	4'-6"	18"	6'-6"	PIPE 5 STD	ASTM F1083
CHAIN LINK SWING GATE	8'-0"	5'-0"	18"	5'-0"	PIPE 2-1/2" STD	ASTM F1083
CHAIN LINK DOUBLE SWING GATE	8'-0"	16'-0"	18"	5'-0"	PIPE 3-1/2" STD	ASTM F1083

MISCELLANEOUS

DESCRIPTION	HEIGHT (FT)	WIDTH (FT)	FOOTING DIAMETER (INCHES)	FOOTING DEPTH (FT)	PIPE SIZE	MATERIAL
FOUL POLE	20'-0"	-	18"	6'-0" (SEE NOTE # 2)	AS PER MFR.	AS PER MFR.

NOTE:
1. POLE FOOTING SHALL BE CONSTRUCTED OF CONCRETE WITH MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 2,500 PSI.
2. REINFORCE FOUL POLE FOOTING WITH (6) # 5 VERTICAL AND #3 CIRCULAR TIES AT 6" O.C.

B FOOTING SCHEDULE — NTS

NOTES PERTAIN TO ALL FENCE AND GATE DETAILS:

1. PLACE FENCE FABRIC ON TRACK SIDE. FENCE FABRIC ON PERIMETER FENCING IS TO BE ON FIELD SIDE.
2. BOTTOM RAIL TO BE 2" FROM FINISH GRADE, FENCE FABRIC BOTTOM EDGE TO BE 1" FROM FINISH GRADE.
3. SUBMIT SHOP DRAWINGS FOR ACCEPTANCE BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
4. GATES IN PATH OF TRAVEL MUST MEET ENTRY AND EXIT DOOR REQUIREMENTS.
5. FOR PEDESTRIAN GATE , PROVIDE LOCKING DEVICE TO SECURE GATE IN OPEN POSITION.
6. ALL PEDESTRIAN SWING GATES SHALL RECEIVE A GATE LOCK. SEE DETAIL J. PEDESTRIAN GATES ARE NOTED BY HAVING A KICK PLATE ATTACHMENT.
7. REFER TO PLANS FOR EDGEBAND TYPE UNLESS OTHERWISE NOTED.
8. REFER TO DETAIL FOR FENCING WITH CURBS AND CHANGE IN ELEVATIONS.
9. FOR GATES WITH DROP BAR, PROVIDE 8" DEEP FOOTING WITH SCH. 40 STEEL PIPE SLEEVE. CANE STOP TO GO DOWN 4" INTO CONCRETE IN CLOSED POSITION AND OPEN POSITION.
10. TACK WELD HINGES TO POSTS AT GATES.
11. ALL WELDS SHALL RECEIVE TWO COATS OF ZINC GALVANIZED PAINT.
12. DOUBLE SWING GATES THAT ARE INLINE WITH FENCING, GATE POSTS SHALL BE OFFSET FROM THE FENCE TO ALLOW SWING GATES TO OPEN A FULL 180° BACK AGAINST THE FENCE PER PLAN LAYOUT.
13. THE PIPE SIZES INDICATED ARE NPS FOR : STANDARD GALV. PIPE SCHEDULE 40.
14. ALL CHAIN LINK FENCE AT CORNER AND ENDS SHALL RECEIVE TRUSS RODS.

A FENCE AND GATE NOTES — NTS

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REGISTERED LANDSCAPE ARCHITECT
DEREK McKEE
No. 4148
Signature
EXPIRATION DATE: DEC. 2019
STATE OF CALIFORNIA

CONSULTANT

SHEET TITLE
FENCE AND GATE DETAILS

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY	CHECKED BY
LW/RK	CMES / DM
DATE ISSUED	SCALE
6/1/18	AS SHOWN

PROJ. NO.
1706001

SHEET NO.
D3.1 OF SHEETS

FENCE AND GATE DETAILS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D3.1-FNCE.dwg
PLOT DATE: 06-01-18 PLOTTED BY: station51

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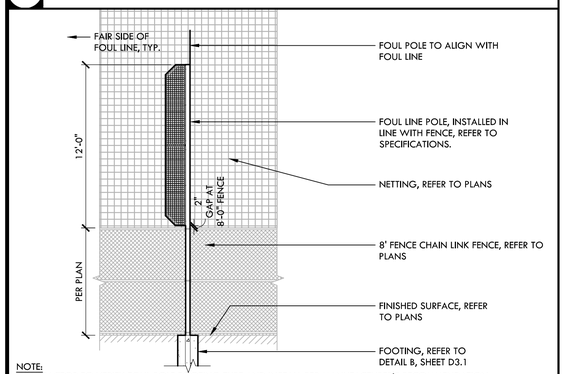
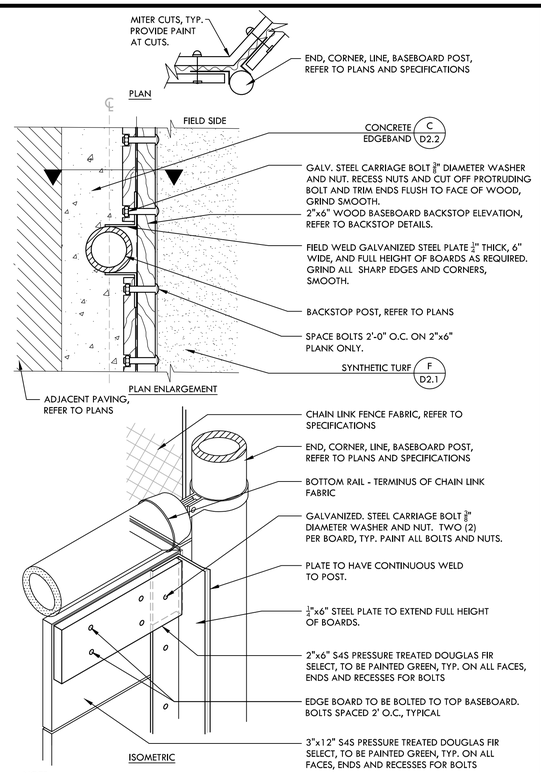
E



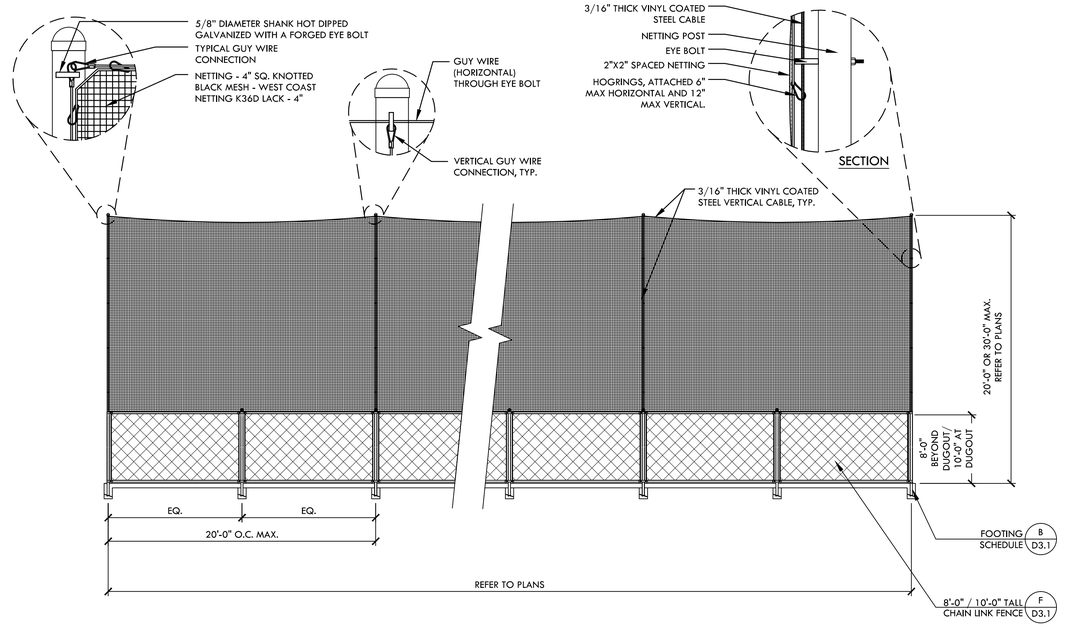
NOTE:
CONTRACTOR TO VERIFY FOUL POLE FOOTING TYPE AND INSTALL PER MANUFACTURER'S RECOMMENDATION.

D FOUL POLE NTS



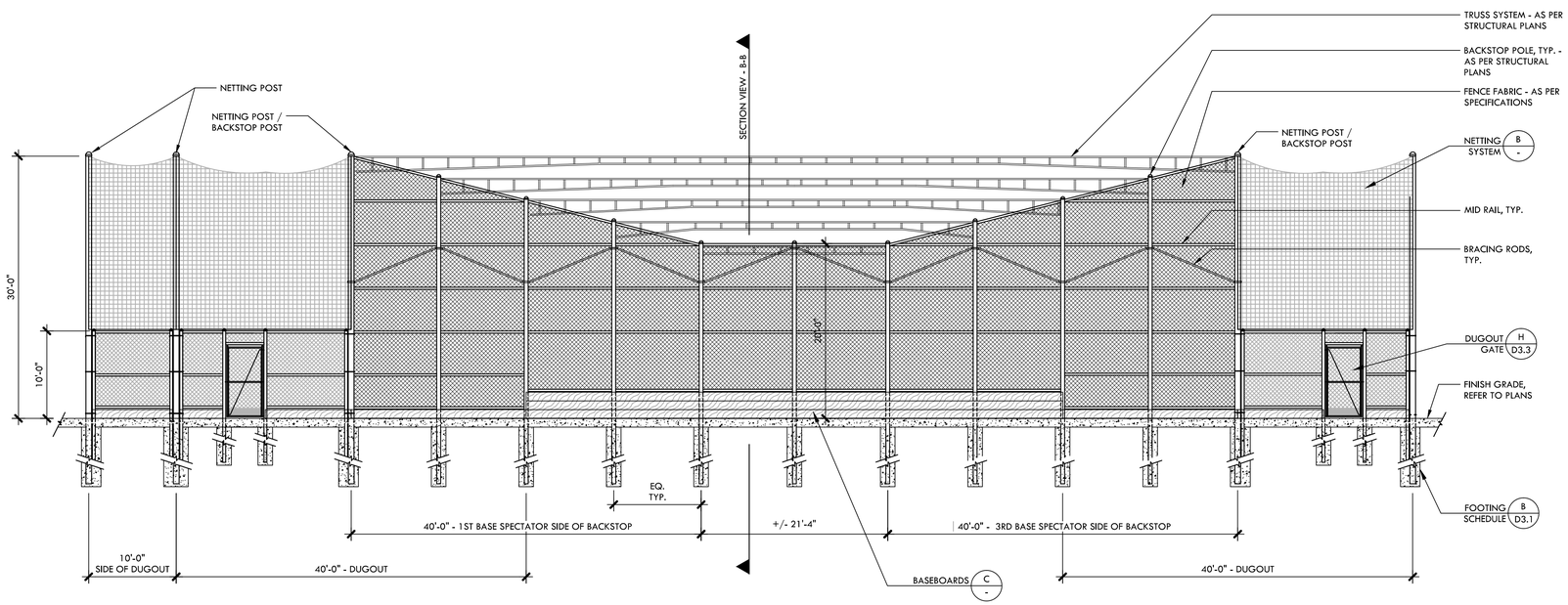
NOTE:
PRIME AND PAINT ALL WOOD BASE BOARDS WITH TWO COATS OF EXTERIOR PAINT

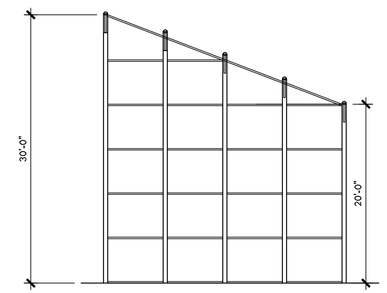
C BASE BOARD CONNECTION DETAIL NTS



NOTES:
1. CONTRACTOR TO POWDER COAT ALL NETTING POLES BLACK PER SPECIFICATION.
2. REFER TO GRADING PLAN L5.1 FOR WALL / EDGEBAND LOCATIONS.

B 20' / 30' TALL PROTECTIVE NETTING WITH 8'-0" OR 10'-0" TALL CHAIN LINK FENCE NTS





SECTION VIEW - B-B

NOTES:
1. CONTRACTOR TO ETCH AND PAINT POLES FOR BACKSTOP AFTER INSTALLATION WITH TWO COATS. HARDWARE TO MATCH FINISH OF POLES. REFER TO SPECIFICATIONS.
2. CONTRACTOR TO APPLY TOUCH UP PAINT IN FIELD.

A BACKSTOP ELEVATION (VIEW OF FRONT SIDE / FIELD SIDE) NTS

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PROJ. NO.
1706001

SHEET NO.
D3.2 OF SHEETS

FENCE AND GATE DETAILS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D3.2-FNCE.dwg
PLOT DATE: 06-01-18 PLOTTED BY: station51

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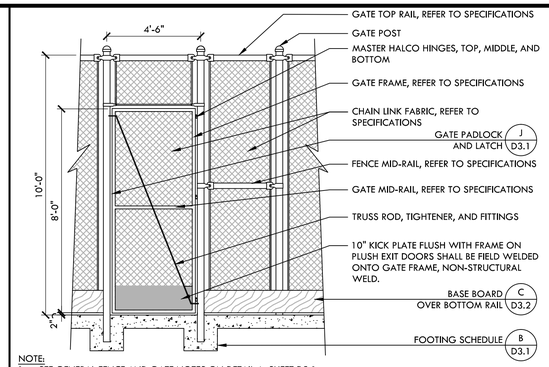
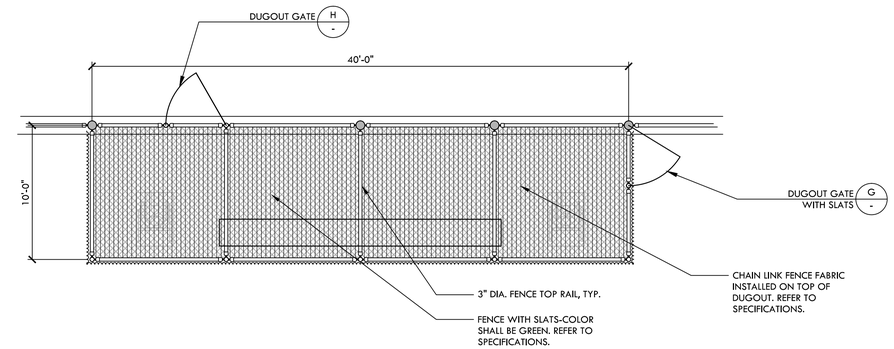
K

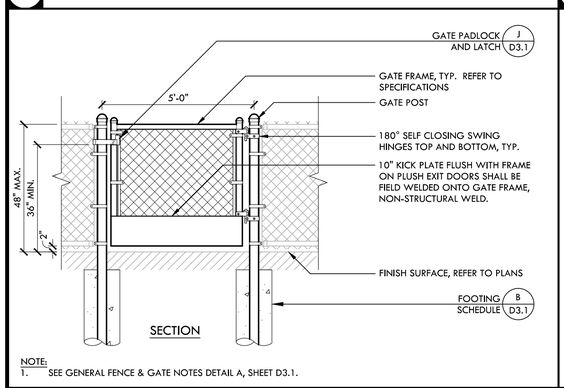


NOTE:
1. SEE GENERAL FENCE AND GATE NOTES ON DETAIL A, SHEET D3.1.

H DUGOUT GATE - FRONT (FIELD SIDE) NTS

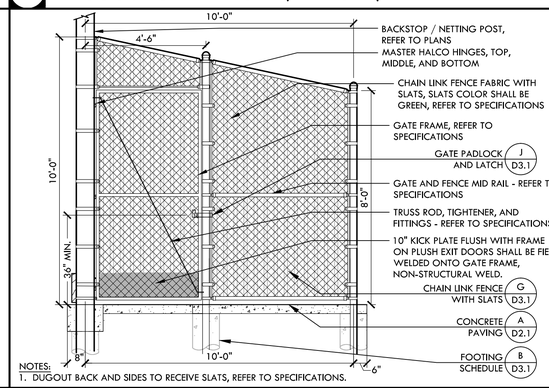


D DUGOUT - 3RD BASE ROOF NTS



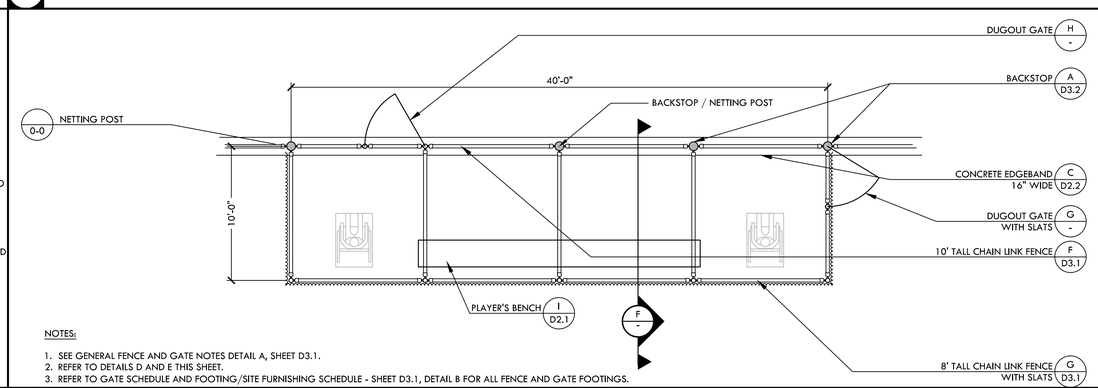
NOTE:
1. SEE GENERAL FENCE & GATE NOTES DETAIL A, SHEET D3.1.

J 48"x5' - CHAIN LINK SWING GATE - ACCESSIBLE NTS



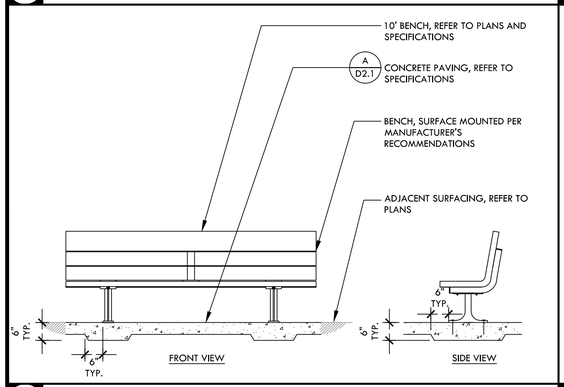
NOTES:
1. DUGOUT BACK AND SIDES TO RECEIVE SLATS, REFER TO SPECIFICATIONS.

G DUGOUT - SECTION WITH GATE NTS

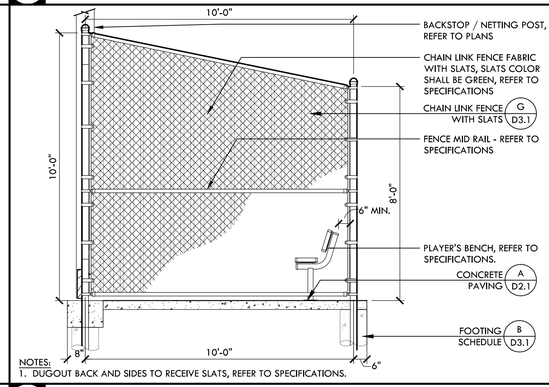


NOTES:
1. SEE GENERAL FENCE AND GATE NOTES DETAIL A, SHEET D3.1.
2. REFER TO DETAILS D AND E THIS SHEET.
3. REFER TO GATE SCHEDULE AND FOOTING/SITE FURNISHING SCHEDULE - SHEET D3.1, DETAIL B FOR ALL FENCE AND GATE FOOTINGS.

C DUGOUT - 3RD BASE PLAN NTS

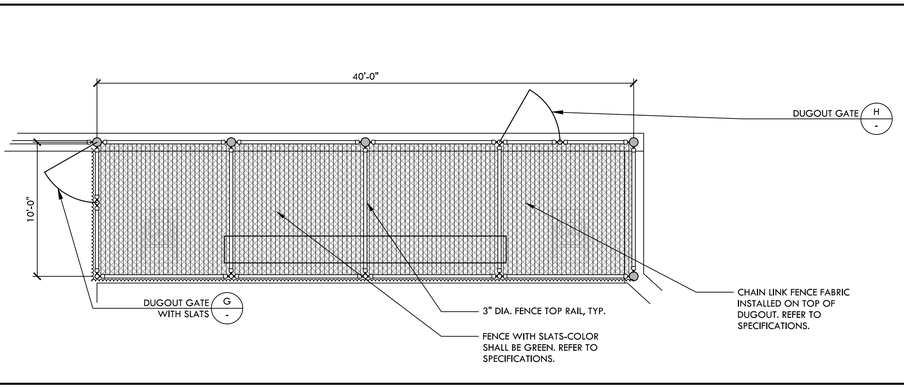


I PLAYER'S BENCH NTS

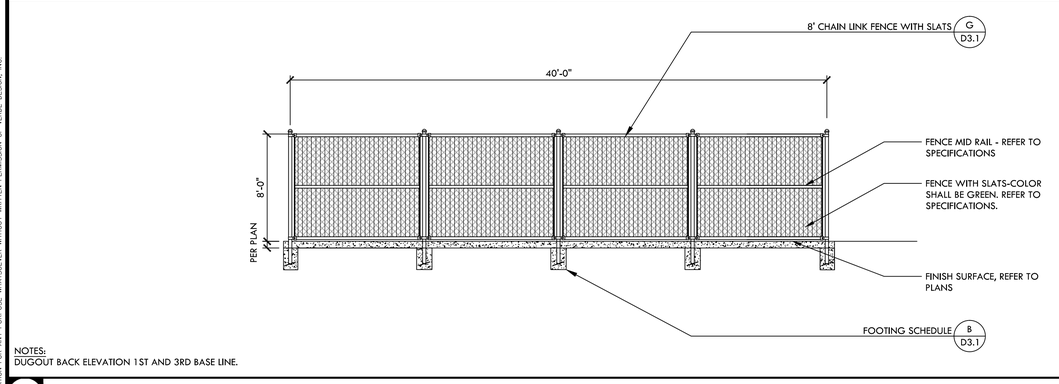


NOTES:
1. DUGOUT BACK AND SIDES TO RECEIVE SLATS, REFER TO SPECIFICATIONS.

F DUGOUT - SECTION NTS

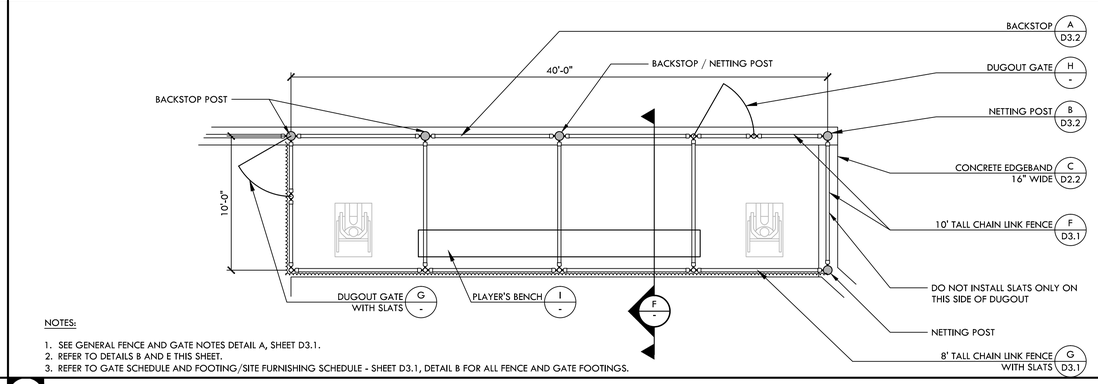


B DUGOUT - 1ST BASE ROOF NTS



NOTES:
DUGOUT BACK ELEVATION 1ST AND 3RD BASE LINE.

E DUGOUT - BACK ELEVATION NTS



NOTES:
1. SEE GENERAL FENCE AND GATE NOTES DETAIL A, SHEET D3.1.
2. REFER TO DETAILS B AND E THIS SHEET.
3. REFER TO GATE SCHEDULE AND FOOTING/SITE FURNISHING SCHEDULE - SHEET D3.1, DETAIL B FOR ALL FENCE AND GATE FOOTINGS.

A DUGOUT - 1ST BASE PLAN NTS

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SHEET NO.
D3.3 OF SHEETS

FENCE AND GATE DETAILS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D3.3-FNCE.dwg
PLOT DATE: 06-01-18 PLOTTED BY: station51

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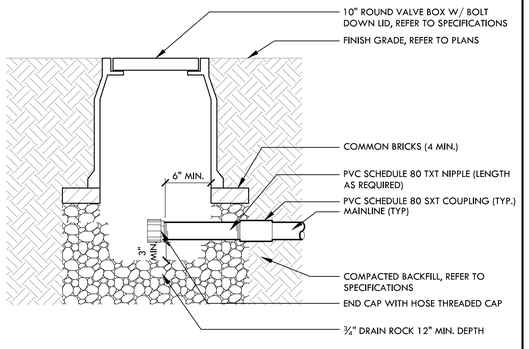
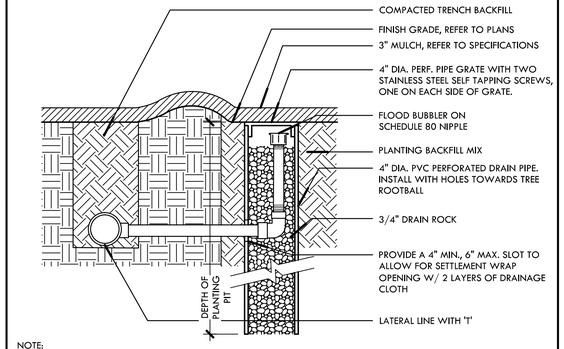
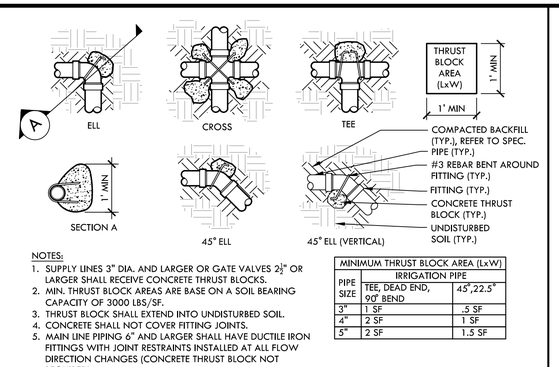


N IRRIGATION MAIN LINE STUBOUT NTS



NOTE:
PROVIDE (2) PER 15 GAL. AND (4) PER 24" BOX TREE MIN.

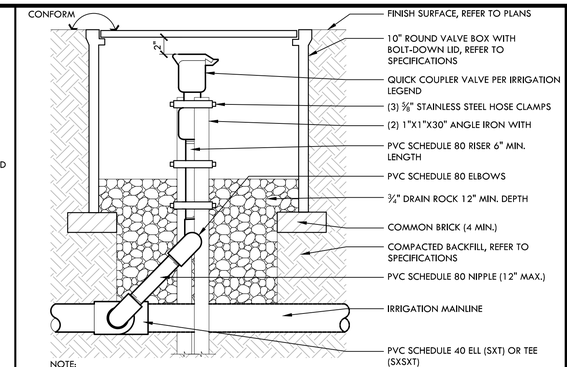
K TREE BUBBLER WELL NTS



NOTES:
1. SUPPLY LINES 3" DIA. AND LARGER OR GATE VALVES 2½" OR LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS.
2. MIN. THRUST BLOCK AREAS ARE BASE ON A SOIL BEARING CAPACITY OF 3000 LBS/SF.
3. THRUST BLOCK SHALL EXTEND INTO UNDISTURBED SOIL.
4. CONCRETE SHALL NOT COVER FITTING JOINTS.
5. MAIN LINE PIPING 6" AND LARGER SHALL HAVE DUCTILE IRON FITTINGS WITH JOINT RESTRAINTS INSTALLED AT ALL FLOW DIRECTION CHANGES (CONCRETE THRUST BLOCK NOT REQUIRED)

MINIMUM THRUST BLOCK AREA (LxW)		
PIPE SIZE	IRRIGATION PIPE TEE, DEAD END, 90° BEND	45°,22.5°
3"	1 SF	.5 SF
4"	2 SF	1 SF
5"	2 SF	1.5 SF

G THRUST BLOCK NTS

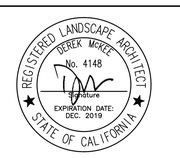


NOTE:
VALVE TO HAVE 2" MIN. CLEARANCE FROM LID BOTTOM TO TOP OF VALVE CAP.

D QUICK COUPLER VALVE IN LANDSCAPE NTS

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com

STAMP



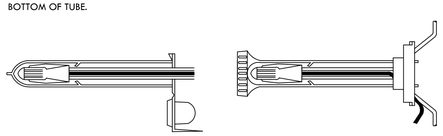
CONSULTANT

STEP 1: STRIP WIRES 1/2" FROM ENDS.

STEP 2: APPLY SCOTCHLOK Y SPRING CONNECTOR IN A CLOCKWISE DIRECTION.

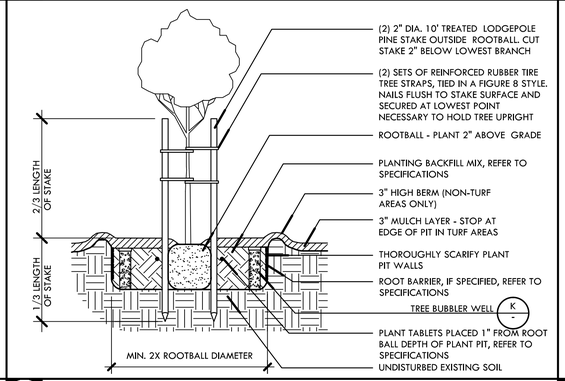
STEP 3: INSERT SPLICE TO BOTTOM OF GEL-FILLED TUBE. CHECK TO MAKE SURE CONNECTOR HAS BEEN PUSHED PAST LOCKING FINGERS AND IS SEATED AT BOTTOM OF TUBE.

STEP 4: POSITION WIRES IN WIRE CHANNELS AND CLOSE INSULATOR TUBE COVER.

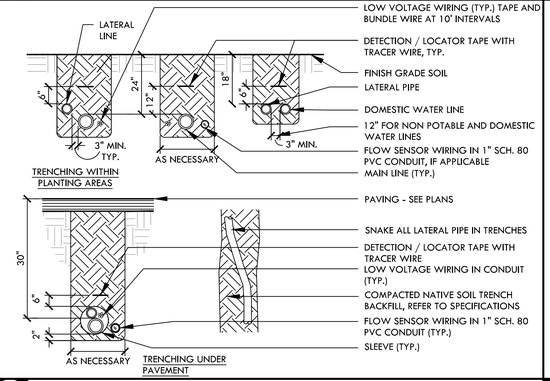


MAXIMUM WIRE SIZES PER CONNECTOR ARE 3 - #14'S OR 2 - #12'S.

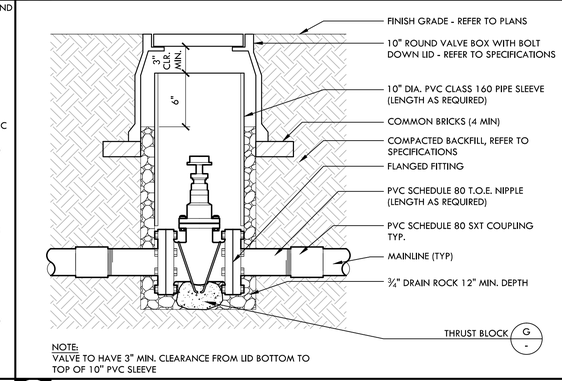
M CONTROL WIRE CONNECTION NTS



J TREE PLANTING AND BUBBLER NTS



F IRRIGATION PIPE TRENCHING NTS



NOTE:
VALVE TO HAVE 3" MIN. CLEARANCE FROM LID BOTTOM TO TOP OF 10" PVC SLEEVE

C GATE VALVE - 2 1/2" AND LARGER NTS

SHEET TITLE

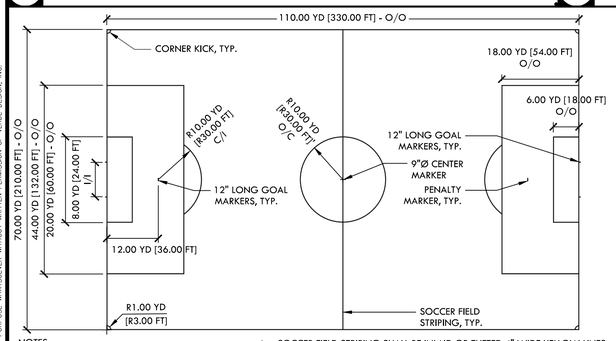
ATHLETIC, IRRIGATION AND PLANTING DETAILS

PROJECT NAME

DAVID CUTINO PARK - PHASE I

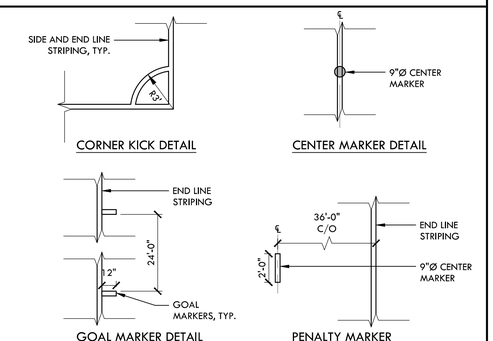
PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

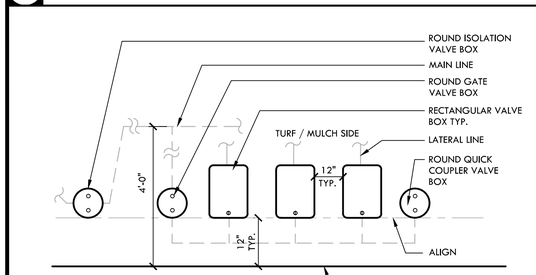


NOTES
1. O/O = OUTSIDE OF LINE TO OUTSIDE OF LINE
2. O/I = OUTSIDE OF LINE TO OUTSIDE OF LINE
3. O/C = OUTSIDE LINE TO CENTER OF LINE
4. SOCCER FIELD STRIPING SHALL BE INLAID OR TUFTED 4" WIDE YELLOW LINES.
5. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND ACCEPTANCE. ALL FIELD MARKINGS SHALL CONFORM TO CURRENT NFHS AND C.I.F (CALIFORNIA. INTERSCHOLASTIC FEDERATION) GUIDELINES.

H SOCCER FIELD STRIPING NTS

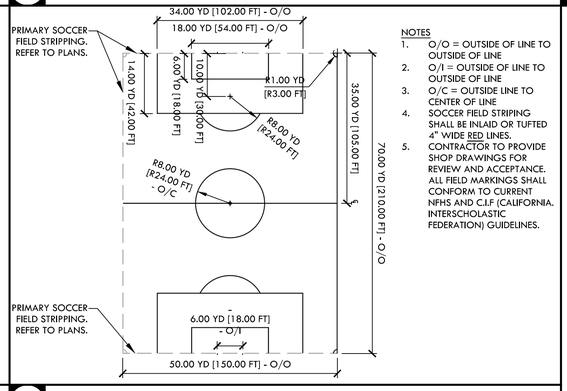


I PRACTICE SOCCER FIELD STRIPING NTS



NOTES:
1. CENTER BOXES OVER VALVES.
2. ENSURE UNIONS ARE ACCESSIBLE.
3. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE.
4. TOP OF BOXES SET IN TURF SHALL BE FLUSH WITH TURF FINISH GRADE.

L VALVE BOX LAYOUT WITH GLOBE VALVES NTS



NOTES
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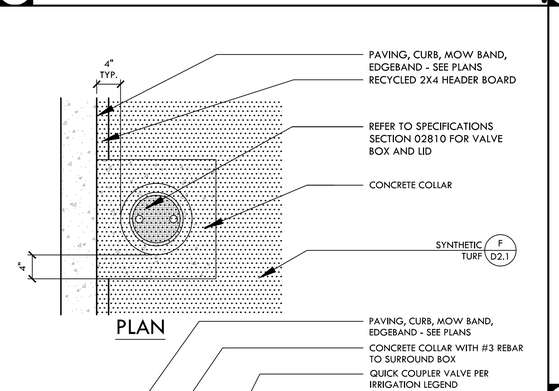
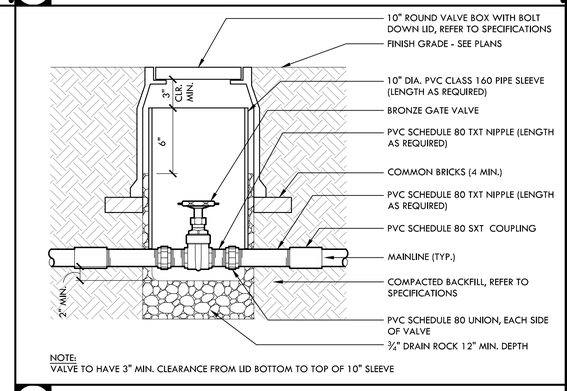
J TREE PLANTING AND BUBBLER NTS



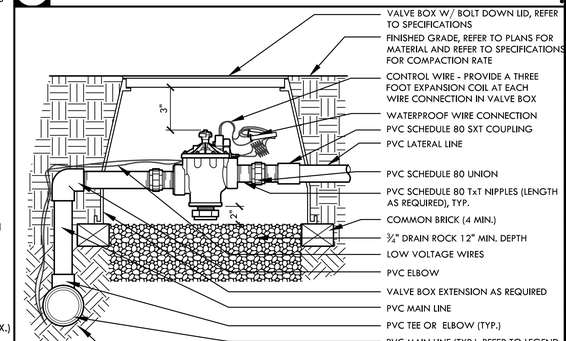
NOTE:
VALVE TO HAVE 2" MIN. CLEARANCE FROM LID BOTTOM TO TOP OF VALVE CAP.

E QUICK COUPLER IN SYNTHETIC TURF NTS



NOTE:
VALVE TO HAVE 3" MIN. CLEARANCE FROM LID BOTTOM TO TOP OF 10" SLEEVE

B GATE VALVE - 2" AND SMALLER IN SIZE NTS



NOTE:
1. VALVE TO HAVE 3" MIN. CLEARANCE FROM LID BOTTOM TO TOP OF VALVE STEM HANDLE.

A REMOTE CONTROL VALVE NTS

NO.	REVISIONS	DATE

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

DRAWN BY	CHECKED BY
LW/RK	CMES / DM
DATE ISSUED	SCALE
6/1/18	AS SHOWN

PROJ. NO. 1706001

SHEET NO. D4.1 OF SHEETS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D4.1-ATH-IRR.dwg
PLOT DATE: 06-01-18 PLOTTED BY: station51

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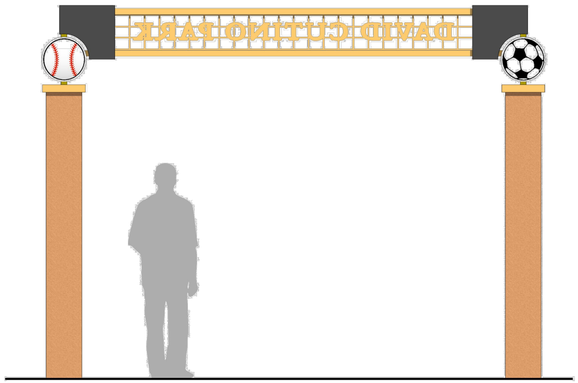
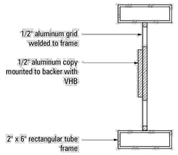
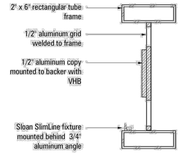


A BACK ELEVATION SCALE: 1/2"= 1'-0"



A COPY DETAIL SCALE: 1/2"= 1'-0"



A COPY DETAIL - ILLUMINATED OPTION SCALE: 1/2"= 1'-0"

ARROW SIGN COMPANY
1051 46th Avenue
Oakland, Ca 94601
T: 510.533.7693
F: 510.533.0815
www.arrowsigncompany.com

Project
David Cutino Park
-
San Jose, CA

Date:
5-25-18

Sales:
☐ Steve Jones

Design:
☐ Andre C.

File Name/Location:
2018/D/David Cutino Park

Rev.	Date	Description
A	6-1-18	Revise overall height

Customer Approval

This drawing is a representation of colors and may not accurately depict final color of product. Refer to paint swatch or material samples for color reference.
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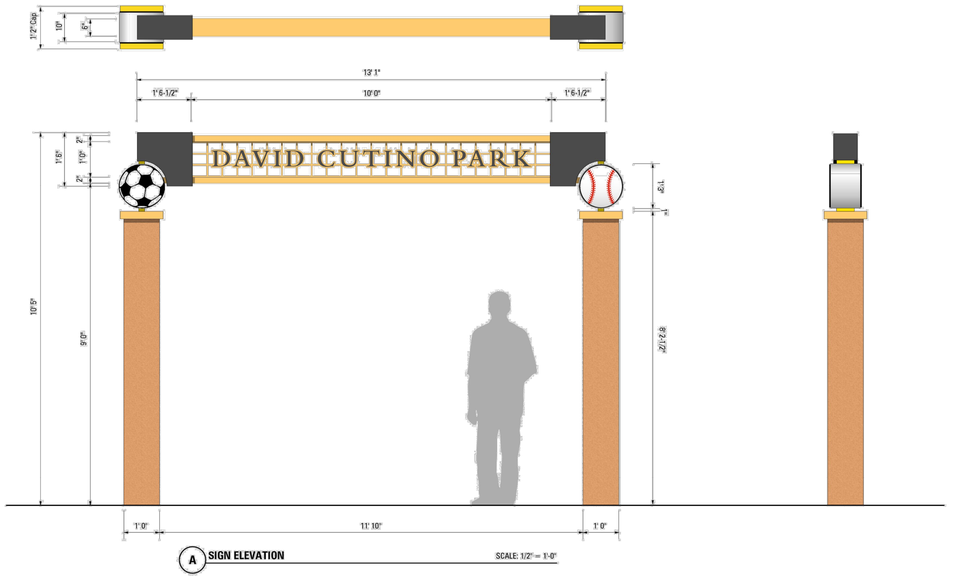
80522 Sheet 2

B



A SIGN ELEVATION SCALE: 1/2"= 1'-0"

Manufacture and install one (1), non-illuminated single faced gateway sign as shown

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Columns	12" square tube		Powder coat finish, super durable grade, color TBD
Column Caps	Fabricated aluminum clamshell		Powder coat finish, super durable grade, color TBD
Upper Frame	2" x 6" aluminum		Powder coat finish, super durable grade, color TBD
Grid	1/2" aluminum		Powder coat finish, super durable grade, color TBD
Corner Elements	Fabricated aluminum		Powder coat finish, super durable grade, color TBD

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Ball Construction	Aluminum		Powder coat finish, super durable grade, color TBD
Ball Graphics (both sides)	High Pressure Laminate	IZone	3/8" thick per customer approved artwork
Copy	1/2" aluminum		Powder coat finish, super durable grade, color TBD
Copy Backer	Integral with grid		Powder coat finish, super durable grade, color TBD
Illumination (option)	Sloan Slimline fixture mounted behind 3/4" angle per detail		

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F: 510.533.0815
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-
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80522 Sheet 1

A

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LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.VerdeDesignInc.com

STAMP

CONSULTANT

SHEET TITLE
ENTRANCE SIGN DETAILS

PROJECT NAME
DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY
CHECKED BY
DATE ISSUED 6/1/18
SCALE AS SHOWN
PROJ. NO. 1706001
SHEET NO. D5.1 OF SHEETS
ENTRANCE SIGN DETAILS

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_PH1-DTL-D5.1 - SIGNAGE.dwg
PLOT DATE: 06-01-18 PLOTTED BY: station51

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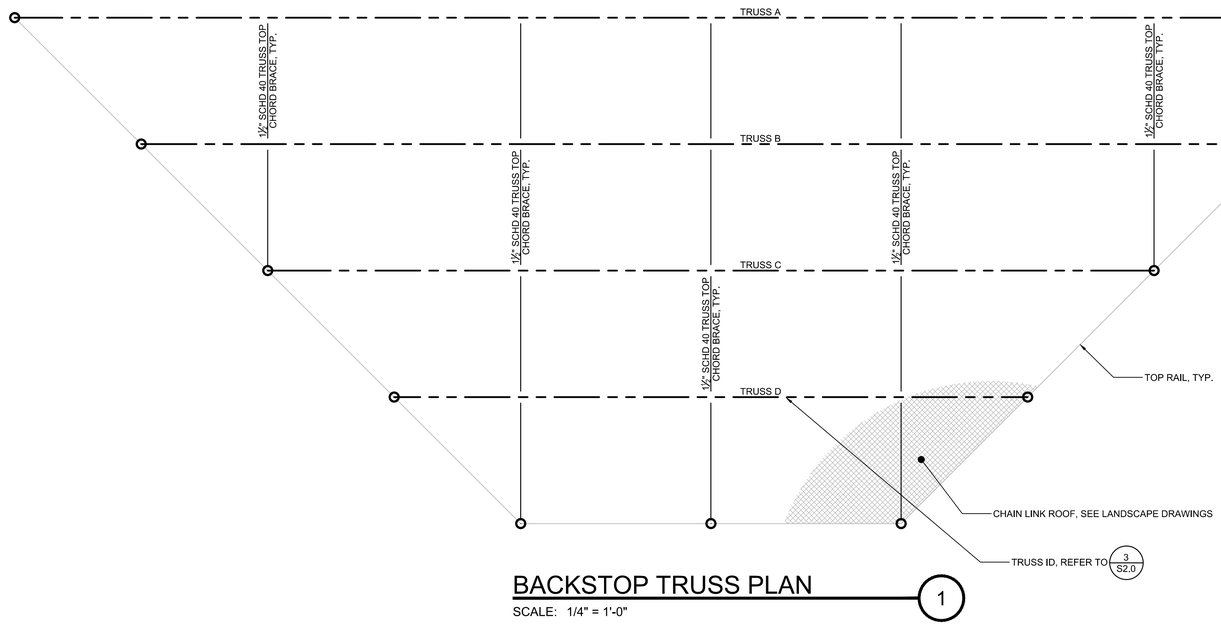

BACKSTOP TRUSS PLAN 1

SCALE: 1/4" = 1'-0"

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
tel: 408.985.7200
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STAMP

REGISTERED PROFESSIONAL ENGINEER
DALE A. HENDSBEE
No. S3549
EXP. 9-31-20
STRUCTURAL
STATE OF CALIFORNIA

CONSULTANT

Mesiti-Miller Engineering, Inc.
Civil and Structural Engineering
224 Walnut Avenue, Suite B • Santa Cruz, CA 95060
Phone 831-426-3186 • Fax 831-426-6607

SHEET TITLE

BACKSTOP TRUSS PLAN

PROJECT NAME

DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY	CHECKED BY
DATE ISSUED	SCALE
6/1/18	1" = 20'-0"

PROJ. NO. 1706001

SHEET NO. S1.0 OF SHEETS

BACKSTOP TRUSS PLAN

DRAWING NAME: L:\2017\1706000-Seaside-Cutino Park\CAD\CD-PHASE I_S1.0-S2.0-Backstop Trusses-2018.dwg
PLOT DATE: 05-31-18 PLOTTED BY: station51

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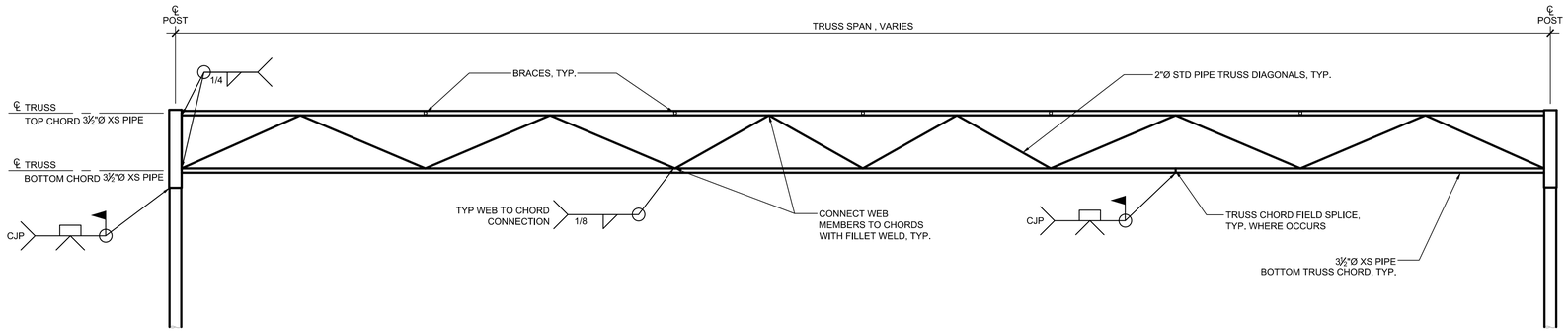
TRUSS NOTES

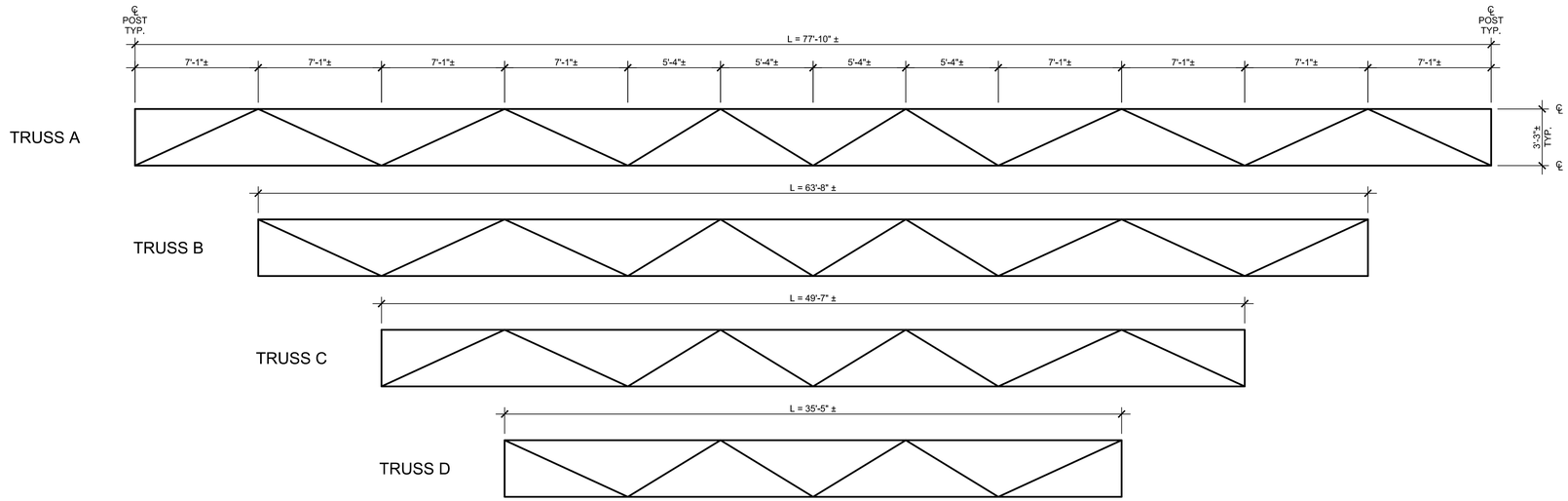
1. ALL TRUSS MEMBERS SHALL BE FABRICATED FROM ASTM A53 GRADE B PIPE.
2. CONTRACTOR SHALL SUBMIT COMPLETE SHOP DRAWINGS FOR BACKSTOP ROOF TRUSSES IN ACCORDANCE WITH SPECIFICATION SECTION 32 31 13 "CHAIN LINK FENCING".
3. INSPECTIONS OF WELDS AND CONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH ANSI/AISC 360-10 CHAPTER N.



TRUSS ELEVATION

SCALE: 1/4" = 1'-0"

2



TRUSS DIAGRAMS

SCALE: 1/4" = 1'-0"

3

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda
Santa Clara, CA 95050
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www.VerdeDesigninc.com

STAMP

REGISTERED PROFESSIONAL ENGINEER
DALE A. HENDSBEE
No. S3549
EXP. 3-31-20
STRUCTURAL
STATE OF CALIFORNIA

CONSULTANT

Mesiti-Miller Engineering, Inc.
Civil and Structural Engineering
224 Walnut Avenue, Suite B • Santa Cruz, CA 95060
Phone 831-426-3186 • Fax 831-426-6607

SHEET TITLE

TRUSS ELEVATION AND DIAGRAMS

PROJECT NAME

DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY	CHECKED BY
DATE ISSUED	SCALE
6/1/18	1" = 20'-0"
PROJ. NO.	
1706001	
SHEET NO.	
S2.0	OF SHEETS

DAVID CUTINO PARK SKATE PARK

GENERAL NOTES

1. ALL EDGES AND CORNERS OF CONCRETE FEATURES SHALL HAVE 1/2" RADII, UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL VERIFY AND COORDINATE FINISH GRADES AND CURB EDGES WITH RELATED SITE IMPROVEMENTS. CONTRACTOR SHALL IMMEDIATELY REPORT ANY CONFLICTS OR DISCREPANCIES TO THE OWNERS REPRESENTATIVE.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY RAIN WATER OR DEBRIS FROM THE PROJECT SITE, AS NEEDED, DURING CONSTRUCTION AND PRIOR TO PLACING ANY CONCRETE.
4. THE CONTRACTOR IS REQUIRED TO SURVEY THE SITE USING A LICENSED SURVEYOR, AND FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS PRIOR TO COMMENCING PERFORMANCE OF THEIR WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING GROUND ELEVATIONS, PIPE INVERTS, AND OVERALL TOPOGRAPHY OF THE SITE, AS WELL AS, ALL SITE DIMENSIONS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNERS REPRESENTATIVE IN WRITING OF ANY DIFFERENCES IN TOPOGRAPHY OR SITE DIMENSION THAT DIFFER FROM THOSE SHOWN ON THE PLANS.
6. THE CONTRACTOR SHALL ESTIMATE EARTHWORK QUANTITIES PRIOR TO START OF CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR ANY EXPORT OR IMPORT REQUIRED.
7. ALL SKATE PARK STRUCTURE SUBBASE AND SUBGRADE GRADING, COMPACTION, AND EARTHWORK SHALL COMPLY WITH THE RECOMMENDATIONS AND REQUIREMENTS OF THE GEOTECHNICAL REPORT.
8. WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES FOUND IN THE FIELD.
9. ALL SKATE PARK CONCRETE SHALL HAVE A SMOOTH HARD TROWEL FINISH UNLESS NOTED OTHERWISE.
10. CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE OWNERS REPRESENTATIVE FOR ANY CHANGES TO THE PROJECT LAYOUT OR DESIGN. ANY CHANGES OR DEVIATIONS WITHOUT WRITTEN APPROVAL BY THE OWNERS REPRESENTATIVE SHALL ABSOLVE THE CITY OF ANY AND ALL RESPONSIBILITY OF SAID CHANGE OR DEVIATION.
11. ALL REINFORCING BARS SHALL HAVE A 24" OVERLAP UNLESS NOTED OTHERWISE; TYP. SEE SPECIFICATIONS.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY AND CONSTRUCTION STAKING.
13. CONTRACTOR SHALL LAYOUT THE PERIMETER OF THE SKATE PARK FEATURES WITH PAINT OR CHALK, NOTING EXISTING AND PROPOSED FINISHED GRADES AT KEY POINTS. SAID LAYOUT SHALL BE REVIEWED AND APPROVED BY THE OWNERS REPRESENTATIVE BEFORE THE COMMENCEMENT OF ANY SITE CONSTRUCTION.
14. CONTRACTOR IS ONLY RESPONSIBLE FOR PLACING SUBBASE A MINIMUM DISTANCE OF FOUR (4) VERTICAL FEET UP ALL TRANSITIONS AS MEASURED FROM THE BOTTOM TANGENT POINT. THIS VARIANCE ONLY APPLIES TO TRANSITIONS THAT APPROACH NEAR VERTICAL CONDITIONS ABOVE FOUR (4) VERTICAL FEET FROM THE BOTTOM TANGENT POINT ELEVATION. SHOTCRETE APPLIED IN CONDITIONS WITHOUT THE SUBBASE SHALL BE PER THE SPECIFIED THICKNESS. NO ADDITIONAL SHOTCRETE SHALL BE REQUIRED AS THE SUBGRADES WILL BE GRADED TO THE ELEVATIONS OF THE SUBBASE. SEE TRANSITION SUBBASE APPLICATION DETAIL 15/SP7.1.
15. SEE SHOTCRETE TEMPLATE DETAIL 12/SP7.1 FOR ALL RADIAL SHOTCRETE CONDITIONS.

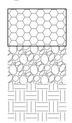
SKATEPARK INDEX OF SHEETS

SHT NO.	DESCRIPTION
SP1.0	SKATE PARK TITLE SHEET
SP2.0	SKATE PARK CONSTRUCTION PLAN
SP3.0	SKATE PARK TERRAIN LAYOUT PLAN
SP4.0	SKATE PARK HARDSCAPE & DRAINAGE PLAN
SP5.0	SKATE PARK MATERIAL PLAN
SP6.0	SKATE PARK JOINTING PLAN
SP7.0	SKATE PARK DETAILS
SP7.1	SKATE PARK DETAILS
SP7.2	SKATE PARK DETAILS
SP7.3	SKATE PARK DETAILS
SP7.4	SKATE PARK DETAILS
SP7.5	SKATE PARK DETAILS
SP7.6	SKATE PARK DETAILS

ABBREVIATIONS

ABS	ACRYLONITRILE BUTADIENE STYRENE
ADJ	ADJACENT
ALT.	ALTERNATE
∠	ANGLE
APPROX.	APPROXIMATE
AC	ASPHALT CONCRETE
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS
@	AT
BC	BEGINNING OF CURVE
BPU	BACKFLOW PREVENTION UNIT
BM	BENCH MARK
BS	BOTTOM OF STEP
BW	BOTTOM OF WALL
B/W	BOTH WAYS
CB	CATCH BASIN
C	CENTER LINE
CC	CENTER TO CENTER
CJ	CONTROL JOINT
CLF	CHAIN LINK FENCE
CO	CLEAN OUT
CONC.	CONCRETE
CONST.	CONSTRUCT
CF	CUBIC FOOT
CSP	CORRUGATED STEEL PIPE
CY	CUBIC YARD
DF	DRINKING FOUNTAIN
DG	DECOMPOSED GRANITE
DIA.or Ø	DIAMETER
EA	EACH
EC	END OF CURVE
EJ	EXPANSION JOINT
ELEV.	ELEVATION
EQ.	EQUAL
FB	FIELD BOOK
FL	FLOWLINE
FG	FINISH GRADE
FIN.	FINISH
FS	FINISH SURFACE
FOC	FACE OF CURB
FOW	FACE OF WALL
FT	FEET
GA.	GAUGE
GALV.	GALVANIZED
GPM	GALLONS PER MINUTE
HORIZ.	HORIZONTAL
⊕	LOCATION OF COMPACTION TEST, AS INDICATED ON THE PLANS
ID	INSIDE DIAMETER
INV.	INVERT ELEVATION
IN.	INCH
JOIN	MATCH EX. ADJACENT GRADE BOTH HORIZ. & VERT.
JT.	JOINT
LB.	POUND
LF	LINEAL FEET
MAX.	MAXIMUM
MFG.	MANUFACTURER
MH	MANHOLE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
NIC	NOT IN CONTRACT
NO.or #	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PA	PLANTING AREA
PB	PULL BOX
P	PROPERTY LINE
POC	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PSI	POUND PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
QCV	QUICK COUPLER VALVE
R	RADIUS
RCP	REINFORCED CONCRETE
RCV	REMOTE CONTROL VALVE
RP	REDUCED PRESSURE BACKFLOW DEVICE
SD	STORM DRAIN
SHT.	SHEET
SPECS.	SPECIFICATIONS
SS	SANITARY SEWER
SSPWC	STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION
SQ.FT.	SQUARE FEET
TECJ	THICKENED EDGE COLD JOINT SEE DETAIL 11/SP7.1
TC	TOP OF CURB
TG	TOP OF GRATE
TS	TOP OF STEP
TW	TOP OF WALL
VERT.	VERTICAL
W/	WITH
WM	WATER METER
WWM	WELDED WIRE MESH

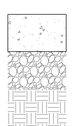
SKATE PARK STRUCTURE LEGEND



SHOTCRETE: MIN. 4,000 PSI, 6" THICK W/ GRADE 40, #3 REBAR MAT @ 12" O.C. BOTH WAYS UNLESS SHOWN OTHERWISE. SEE SPECIFICATIONS.

SUBBASE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.

SUBGRADE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.



SKATE PARK STRUCTURE CONCRETE: MIN. 5" THK. 4,000 PSI THICK W/ GRADE 40, #3 REBAR @ 18" O.C. BOTH WAYS UNLESS SHOWN OTHERWISE. SEE SPECIFICATIONS.

SUBBASE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.

SUBGRADE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.

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CONSULTANT STAMP

REGISTERED LANDSCAPE ARCHITECT — CHRISTOPHER A. WORMHOUDT — Exp. 07/31/18 — STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE

SKATE PARK TITLE SHEET

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
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5		
6		

DRAWN BY: CW	CHECKED BY: ZW
DATE ISSUED: 6/1/2018	SCALE: AS SHOWN
PROJ. NO.: 1706001	
SHEET NO.: SP1.0 1 OF 13 SHEETS	

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NEW 4" PVC ELECTRICAL CONDUITS FOR FUTURE LIGHTING; TYP.

NEW 3-1/2 PULLBOXES PER CITY REQUIREMENTS FOR FUTURE LIGHTING; TYP.

NOCHE BUENA STREET

NORTH

LEGEND

SYMBOL	DESCRIPTION
	RIDGELINE
	COLD JOINT; DETAIL 14/SP7.1
	SAWCUT; DETAIL 7/SP7.0
	EXPANSION JOINT (EJ); DETAIL 9/SP7.1
FS 0.00	SPOT ELEVATION.
	TERRAIN SLOPE DIRECTION.
	SURFACE FLOW DIRECTION. SLOPE MIN. 0.5% UNLESS SHOWN OTHERWISE.
	MEET FLUSH WITH PEDESTRIAN CONCRETE.

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CONSULTANT STAMP

REGISTERED LANDSCAPE ARCHITECT — EXP. 07/31/18 — STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE

SKATE PARK CONSTRUCTION PLAN

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE

DRAWN BY: CW	CHECKED BY: ZW
DATE ISSUED: 6/1/2018	SCALE: 1" = 10'-0"
PROJ. NO.: 1706001	
SHEET NO.: SP2.0 2 OF 13 SHEETS	

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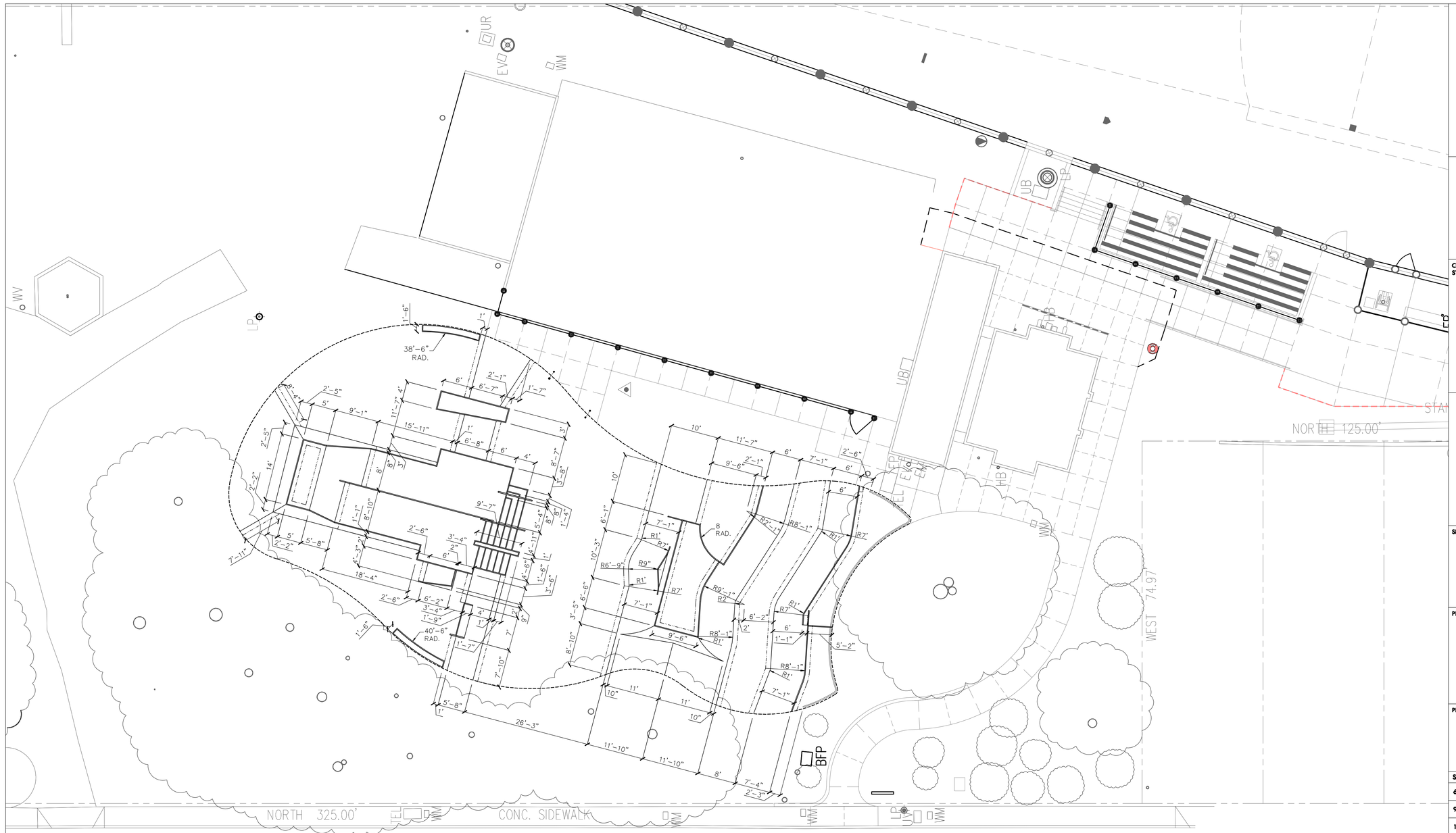

NOCHE BUENA STREET

NOTE:
SEE LANDSCAPE PLANS FOR SKATEPARK EDGE COORDINATES.

NORTH

LEGEND

SYMBOL	DESCRIPTION
	RIDGELINE
	COLD JOINT; DETAIL 14/SP7.1
	SAWCUT; DETAIL 7/SP7.0
	EXPANSION JOINT (EJ); DETAIL 9/SP7.1
FS 0.00	SPOT ELEVATION.
	TERRAIN SLOPE DIRECTION.
	SURFACE FLOW DIRECTION. SLOPE MIN. 0.5% UNLESS SHOWN OTHERWISE.
	MEET FLUSH WITH PEDESTRIAN CONCRETE.

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REGISTERED LANDSCAPE ARCHITECT
P.A. WORMHOUDT
Exp. 07/31/18
STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE
SKATE PARK TERRAIN LAYOUT PLAN

PROJECT NAME
DAVID CUTINO PARK

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE

DRAWN BY	CHECKED BY
CW	ZW
DATE ISSUED: 6/1/2018	SCALE: 1" = 10'-0"
PROJ. NO.: 1706001	
SHEET NO.: SP3.0	3 OF 13 SHEETS

LEGEND

SYMBOL	DESCRIPTION
	RIDGELINE
	COLD JOINT; DETAIL 14/SP7.1
	SAWCUT; DETAIL 7/SP7.0
	EXPANSION JOINT (EJ); DETAIL 9/SP7.1
FS 0.00	SPOT ELEVATION.
	TERRAIN SLOPE DIRECTION.
	SURFACE FLOW DIRECTION. SLOPE MIN. 0.5% UNLESS SHOWN OTHERWISE.
	MEET FLUSH WITH PEDESTRIAN CONCRETE.

RELATIVE DATUM:
0.00 = 86.00

NORTH

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CONSULTANT STAMP

REGISTERED LANDSCAPE ARCHITECT — CHRISTOPHER A. WORMHOUDT — Exp. 07/31/18 — STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE
SKATE PARK HARDSCAPE & DRAINAGE PLAN

PROJECT NAME
DAVID CUTINO PARK

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE

DRAWN BY	CHECKED BY
CW	ZW
DATE ISSUED: 6/1/2018	SCALE: 1" = 10'-0"
PROJ. NO.: 1706001	
SHEET NO.: SP4.0 4 OF 13 SHEETS	

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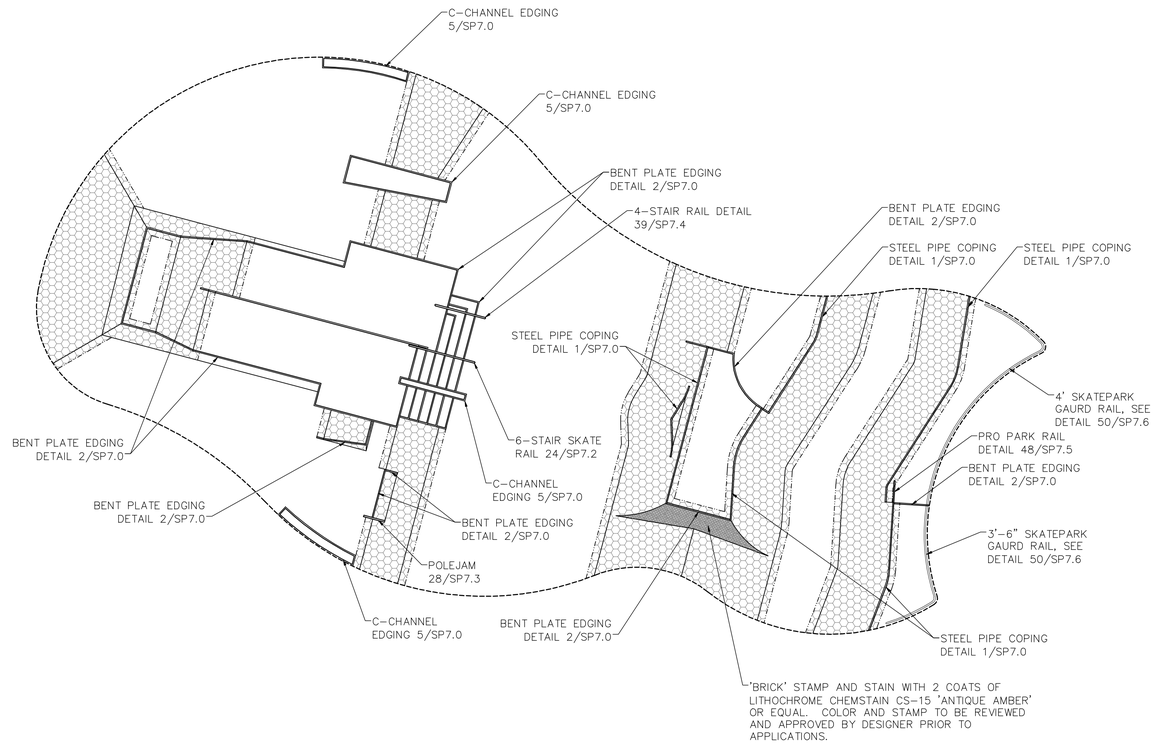

SHOTCRETE

SHOTCRETE: MIN. 4,000 PSI, 6" THICK W/ GRADE 40, #3 REBAR MAT @ 12" O.C. BOTH WAYS UNLESS SHOWN OTHERWISE. SEE SPECIFICATIONS.

NOTES:

1. PRIME ALL SKATEPARK STEEL EDGING AND GRINDING RAILS WITH SHERWIN WILLIAMS PRO-CRYL UNIVERSAL ACRYLIC PRIMER OR APPROVED EQUAL.
2. PAINT ALL STEEL PIPE COPING AND STEEL PIPE GRINDING RAILS WITH SHERWIN WILLIAMS PRO INDUSTRIAL ACRYLIC COATING COLOR SW 6965 'HYPER BLUE' OR APPROVED EQUAL.
3. PAINT ALL BENT PLATE STEEL EDGING WITH SHERWIN WILLIAMS PRO INDUSTRIAL ACRYLIC COATING COLOR SW 6958 'DYNAMIC BLUE' OR APPROVED EQUAL.
4. PAINT ALL C-CHANNEL, FACEPLATE, AND STEEL PLATE EDGING WITH SHERWIN WILLIAMS PRO INDUSTRIAL ACRYLIC COATING COLOR SW 6958 'DYNAMIC BLUE' OR APPROVED EQUAL.
5. ALL COLORS TO BE REVIEWED AND APPROVED BY DESIGNER PRIOR TO APPLICATION.

NORTH

LEGEND

SYMBOL	DESCRIPTION
	RIDGELINE
	COLD JOINT; DETAIL 14/SP7.1
	SAWCUT; DETAIL 7/SP7.0
	EXPANSION JOINT (EJ); DETAIL 9/SP7.1
FS 0.00	SPOT ELEVATION.
	TERRAIN SLOPE DIRECTION.
	SURFACE FLOW DIRECTION. SLOPE MIN. 0.5% UNLESS SHOWN OTHERWISE.
	MEET FLUSH WITH PEDESTRIAN CONCRETE.

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REGISTERED LANDSCAPE ARCHITECT C.A. THOMPSON Exp. 07/31/18 STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE

SKATE PARK MATERIALS PLAN

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

**1324 LA SALLE AVE.
SEASIDE, CA 93955**

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
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DRAWN BY	CHECKED BY
CW	ZW
DATE ISSUED 6/1/2018	**SCALE** 1" = 10'-0"
PROJ. NO. 1706001	
SHEET NO. SP5.0 5 OF 13 SHEETS	

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(2) NEW 3-1/2 PULLBOXE FOR FUTURE LIGHTING; TYP.

NEW 4" PVC SLEEVES FOR FUTURE LIGHTING; TYP.

EXPANSION JOINT, SEE LEGEND; TYP.

SAWCUT, SEE LEGEND; TYP.

NOCHE BUENA STREET

SAWCUT NOTES:

1. CONTRACTOR SHALL LOCATE SAWCUTS APPROXIMATELY EVERY 10-FEET O.C.; PER SAWCUT DETAIL 7/SP7.0 SKATE STRUCTURE ONLY.
2. SAWCUT PLAN IS DIAGRAMMATIC ONLY.
3. ALIGN SAWCUTS WITH ADJACENT SAWCUTS WHERE POSSIBLE, TYP.

NORTH

LEGEND

SYMBOL	DESCRIPTION
	RIDGELINE
	COLD JOINT; DETAIL 14/SP7.1
	SAWCUT; DETAIL 7/SP7.0
	EXPANSION JOINT (EJ); DETAIL 9/SP7.1
FS 0.00	SPOT ELEVATION.
	TERRAIN SLOPE DIRECTION.
	SURFACE FLOW DIRECTION. SLOPE MIN. 0.5% UNLESS SHOWN OTHERWISE.
	MEET FLUSH WITH PEDESTRIAN CONCRETE.

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REGISTERED LANDSCAPE ARCHITECT C.A. WORMHOUDT EXP. 07/31/18 STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE

SKATE PARK JOINTING PLAN

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
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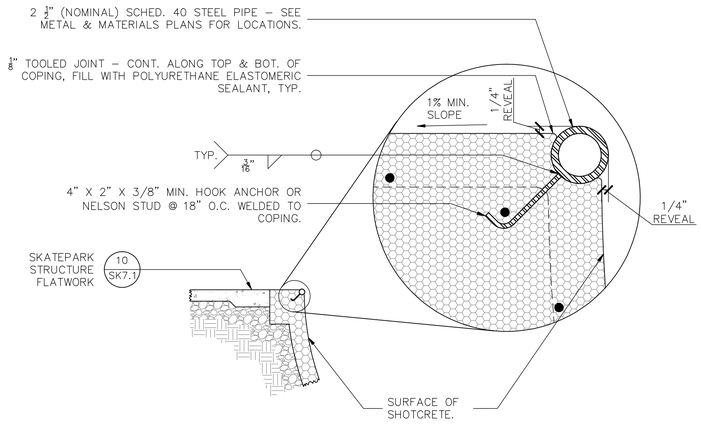
DRAWN BY: CW	CHECKED BY: ZW
DATE ISSUED: 6/1/2018	SCALE: 1" = 10'-0"
PROJ. NO.: 1706001	
SHEET NO.: SP6.0	6 OF 13 SHEETS

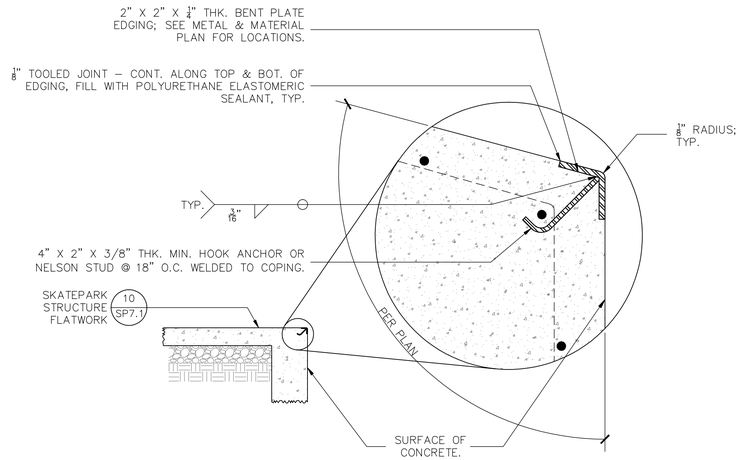
ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.



NOTE:
1. SEE STEEL EDGING/COPING TERMINATION DETAIL 6/SP7.0 FOR END CONDITIONS.
2. SEE MATERIALS PLAN FOR STEEL PIPE COPING PAINT COLORS AND LOCATIONS.

STEEL PIPE COPING

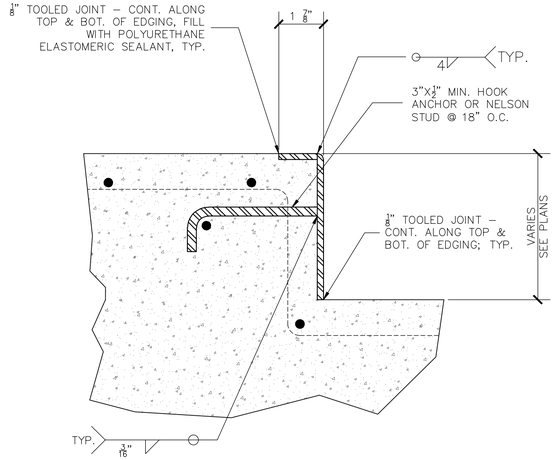
NTS 1



NOTE:
1. SEE STEEL EDGING/COPING TERMINATION DETAIL 6/SP7.0 FOR END CONDITIONS.
2. SEE MATERIALS PLAN FOR BENT PLATE EDGING PAINT COLORS AND LOCATIONS.

BENT PLATE EDGING

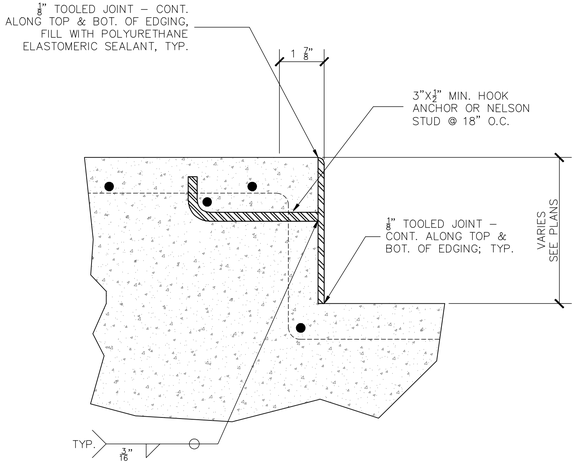
NTS 2



NOTE:
1. SEE STEEL EDGING/COPING TERMINATION DETAIL 6/SP7.0 FOR END CONDITIONS.
2. SEE MATERIALS PLAN FOR STEEL PLATE EDGING PAINT COLORS AND LOCATIONS.

STEEL PLATE EDGING

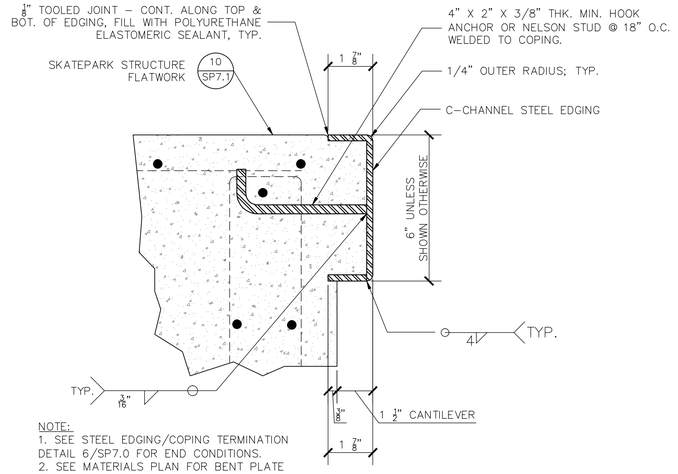
1"=2'–0" 3



NOTE:
1. SEE STEEL EDGING/COPING TERMINATION DETAIL 6/SP7.0 FOR END CONDITIONS.
2. SEE MATERIALS PLAN FOR FACE PLATE EDGING PAINT COLORS AND LOCATIONS.

FACE PLATE EDGING

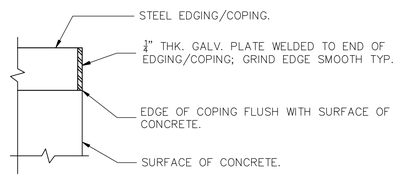
1"=2'–0" 4



NOTE:
1. SEE STEEL EDGING/COPING TERMINATION DETAIL 6/SP7.0 FOR END CONDITIONS.
2. SEE MATERIALS PLAN FOR BENT PLATE EDGING PAINT COLORS AND LOCATIONS.

C-CHANNEL EDGING

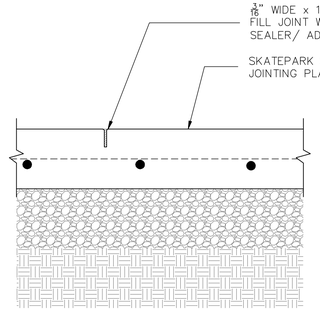
1"=2'–0" 5



NOTE:
1. PAINT EDGING/COPING TERMINATION PLATES WITH SAME COLOR AS ADJOINING STEEL. SEE MATERIALS PLAN FOR COLORS AND LOCATIONS.

STEEL EDGING/COPING TERMINATION

NTS 6



NOTE:
1. CONTRACTOR SHALL LOCATE SAWCUTS APPROXIMATELY EVERY 10' O.C. (100 SF) UNLESS SHOWN OTHERWISE.
2. SEE JOINTING PLAN FOR SAWCUT LOCATIONS.

SAWCUT

1"=2'–0" 7

SKATE PARK STRUCTURE LEGEND

SHOTCRETE: MIN. 4,000 PSI, 6" THICK W/ GRADE 40, #3 REBAR MAT @ 12" O.C. BOTH WAYS UNLESS SHOWN OTHERWISE. SEE SPECIFICATIONS.

SUBBASE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.

SUBGRADE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.

SKATE PARK STRUCTURE CONCRETE: MIN. 5" THK. 4,000 PSI THICK W/ GRADE 40, #3 REBAR @ 18" O.C. BOTH WAYS UNLESS SHOWN OTHERWISE. SEE SPECIFICATIONS.

SUBBASE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.

SUBGRADE: SEE GEOTECHNICAL REPORT FOR RECOMMENDATIONS.

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CONSULTANT STAMP

REGISTERED LANDSCAPE ARCHITECT C.A. THOMPSON Exp. 07/31/18 STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE

SKATE PARK DETAILS

PROJECT NAME

DAVID CUTINO PARK

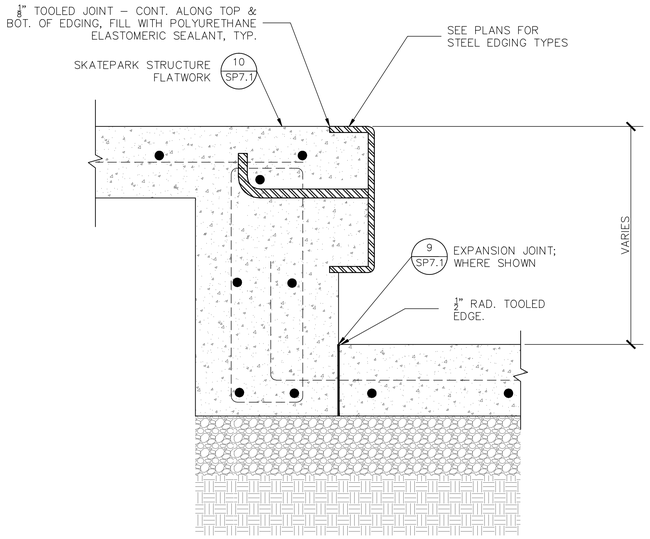
PROJECT ADDRESS

1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

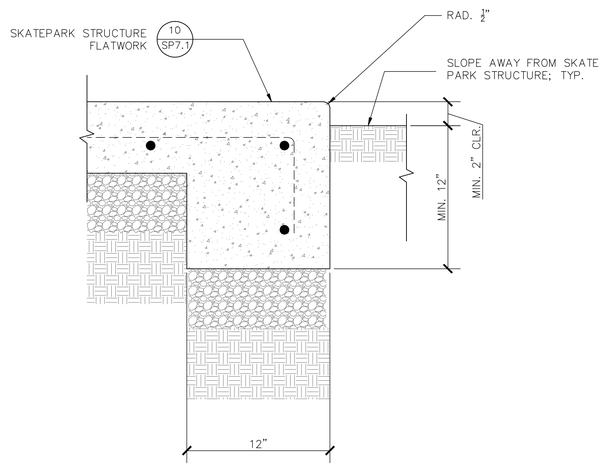
NO.	REVISIONS	DATE

DRAWN BY	CHECKED BY
CW	ZW
DATE ISSUED: 6/1/2018	SCALE: AS SHOWN
PROJ. NO.: 1706001	
SHEET NO.: SP7.0	7 OF 13 SHEETS



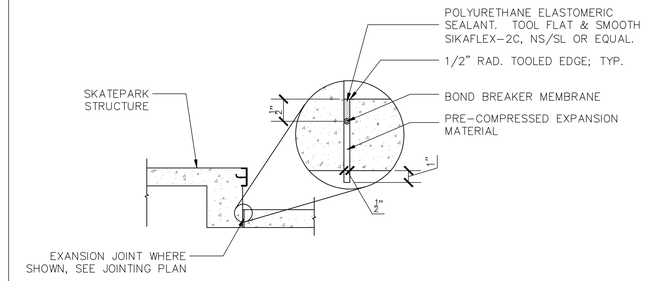
TURN DOWN WALL W/ STEEL EDGING

1"=2'-0" 7



SKATEPARK EDGE

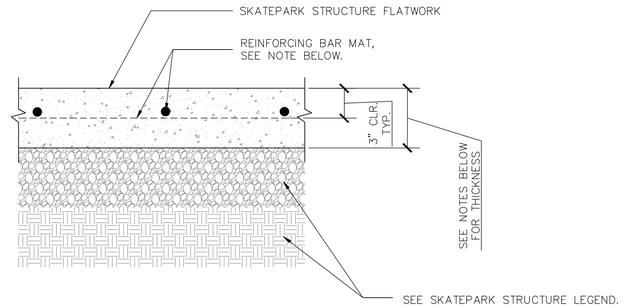
1"=2'-0" 8



NOTE:
1. MINIMUM CAULKING THICKNESS WITH BOND BREAKER IN PLACE IS ½".
2. SEE SKATE PARK JOINT PLAN SP6.0 AND DETAILS FOR LOCATIONS.

EXPANSION JOINT (EJ)

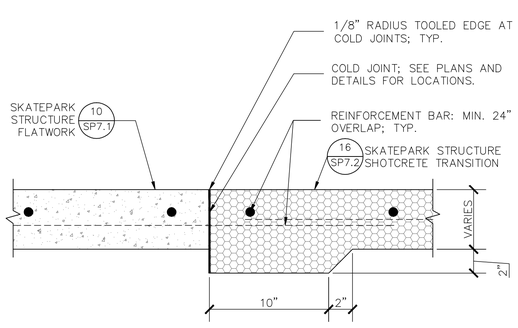
NTS 9



NOTES:
1. SEE SKATEPARK STRUCTURE LEGEND FOR FLATWORK THICKNESS AND REINFORCEMENT REQUIREMENTS.
2. ALL FLATWORK SHALL BE CONSTRUCTED ON SUBBASE AND SUBGRADE MATERIAL PER THE PROJECT PLANS AND GENERAL NOTES.
3. ALL FLATWORK TO HAVE A HARD TROWEL FINISH UNLESS NOTED OTHERWISE.

SKATEPARK STRUCTURE FLATWORK

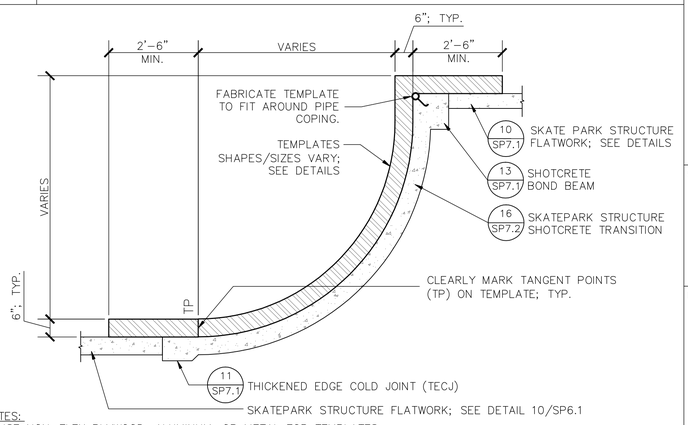
1"=2'-0" 10



NOTE:
1. ALL REINFORCEMENT BAR SHALL HAVE MIN. 24" OVERLAP.
2. SEE CONSTRUCTION PLAN AND DETAILS FOR COLD JOINT LOCATIONS.
3. THICKENED SHOTCRETE EDGE SHALL BE CONSTRUCTED ON ALL SHOTCRETE TRANSITIONS BOTTOM LOCATIONS.

THICKENED EDGE COLD JOINT (TECJ)

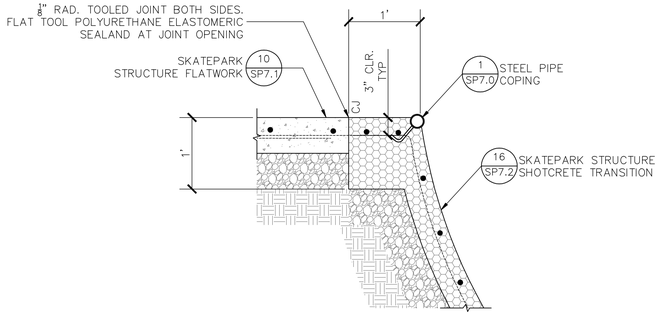
1"=2'-0" 11



NOTES:
1. USE NON-FLEX PLYWOOD, ALUMINUM, OR METAL FOR TEMPLATES.
2. USE TEMPLATES FOR EACH SHOTCRETE DETAIL. TEMPLATES MUST BE REVIEWED BY DESIGNER IN ADVANCE OF SHOTCRETE PLACEMENT. TEMPLATES MUST BE LOCATED IN THE RESPECTIVE AREAS OF USE BEFORE INSPECTION.

SHOTCRETE TEMPLATE

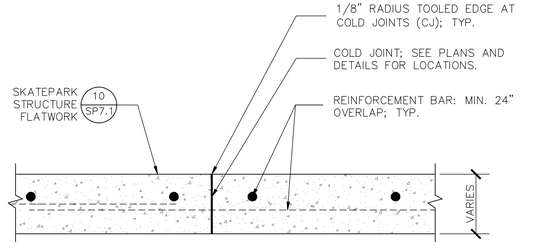
1/2"=1'-0" 12



NOTE:
1. BUILD BOND BEAMS AT TOPS OF ALL SHOTCRETE TRANSITIONS UNLESS SPECIFICALLY SHOWN OTHERWISE IN THE SKATEPARK DETAILS.

SHOTCRETE BOND BEAM

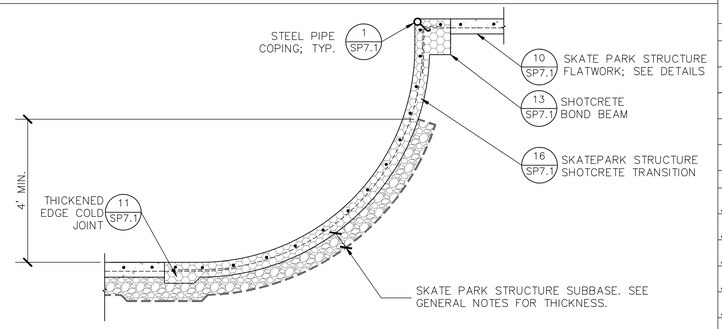
1"=2'-0" 13



NOTE:
1. ALL REINFORCEMENT BAR SHALL HAVE MIN. 24" OVERLAP.
2. SEE CONSTRUCTION PLAN AND DETAILS FOR COLD JOINT LOCATIONS.

TYPICAL COLD JOINT (CJ)

1"=2'-0" 14



NOTE:
CONTRACTOR IS ONLY RESPONSIBLE FOR PLACING SUBBASE A MINIMUM DISTANCE OF FOUR (4) VERTICAL FEET UP ALL TRANSITIONS AS MEASURED FROM THE BOTTOM TANGENT POINT (TP) AS SHOWN. THIS VARIANCE ONLY APPLIES TO TRANSITIONS THAT APPROACH NEAR VERTICAL CONDITIONS ABOVE FOUR (4) VERTICAL FEET FROM THE BOTTOM TANGENT POINT (TP) ELEVATION. SHOTCRETE APPLIED IN CONDITIONS WITHOUT THE SUBBASE SHALL BE PER THE SPECIFIED THICKNESS. NO ADDITIONAL SHOTCRETE SHALL BE REQUIRED AS THE SUBGRADES WILL BE GRADED TO THE ELEVATIONS OF THE SUBBASE.

TRANSITION SUBBASE APPLICATION

1/2"=1'-0" 15

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REGISTERED LANDSCAPE ARCHITECT C.A. THOMPSON No. 5161 Exp. 07/31/18 STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE

SKATE PARK DETAILS

PROJECT NAME

DAVID CUTINO PARK

PROJECT ADDRESS

**1324 LA SALLE AVE.
SEASIDE, CA 93955**

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
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NO.	REVISIONS	DATE
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2		
3		
4		
5		
6		

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CW	ZW
DATE ISSUED: 6/1/2018	SCALE: AS SHOWN
PROJ. NO.: 1706001	
SHEET NO.: SP7.1	8 OF 13 SHEETS

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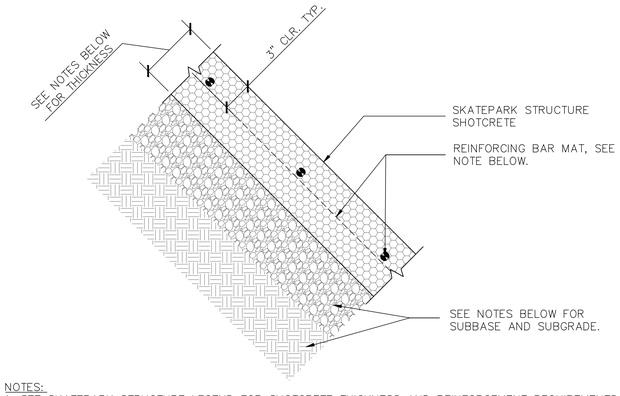
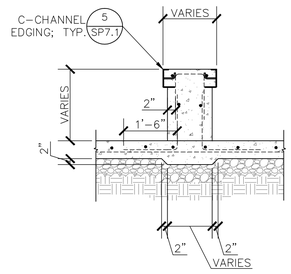


NOTES:
1. SEE SKATEPARK STRUCTURE LEGEND FOR SHOTCRETE THICKNESS AND REINFORCEMENT REQUIREMENTS.
2. SEE TRANSITION SUBBASE APPLICATION DETAIL 15/SP7.1 FOR SUBBASE REQUIREMENTS.
3. ALL SHOTCRETE TO HAVE A HARD TROWEL FINISH UNLESS NOTED OTHERWISE.

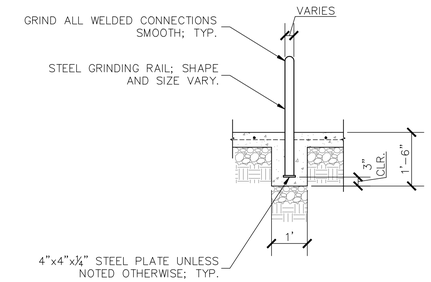
SKATEPARK STRUCTURE SHOTCRETE TRANSITION

1"=2'-0" (16)



C-CHANNEL LEDGE

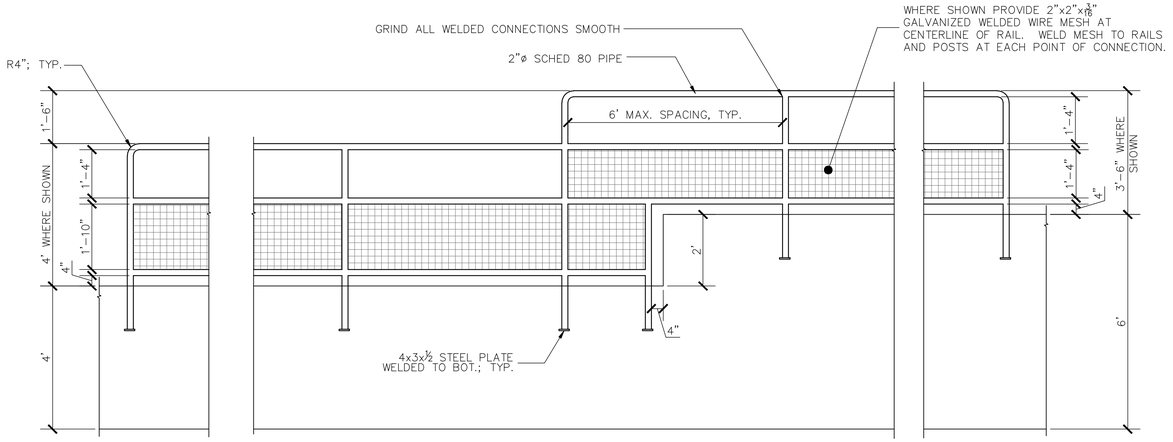
1/2"=1'-0" (17)



NOTE:
1. SEE MATERIAL PLAN SP5.0 FOR STEEL PAINTING REQUIREMENTS.
2. GRIND ALL WELDED CONNECTIONS SMOOTH; TYP.

SKATE RAIL FOOTING

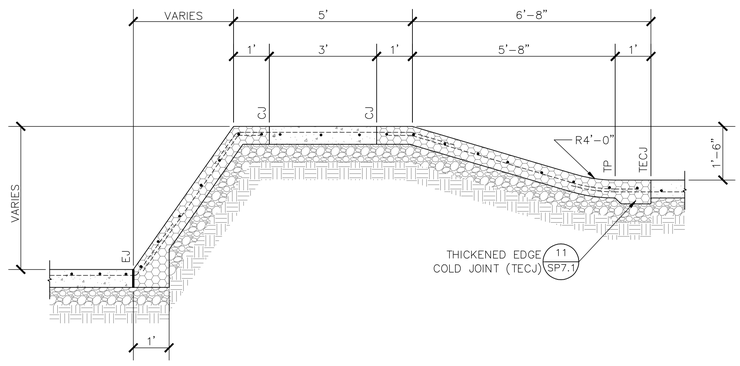
1/2"=1'-0" (18)



NOTE:
1. HOT DIP GALVANIZE RAIL AFTER FABRICATION.
2. ALL WELDS SHALL BE ¼" FILLET WELDS. GRIND ALL EXPOSED WELDS SMOOTH.

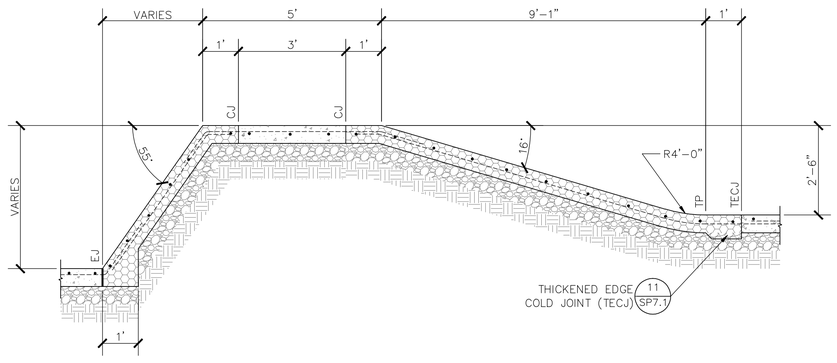
SKATE PARK GUARD RAIL

1/2"=1'-0" (20)



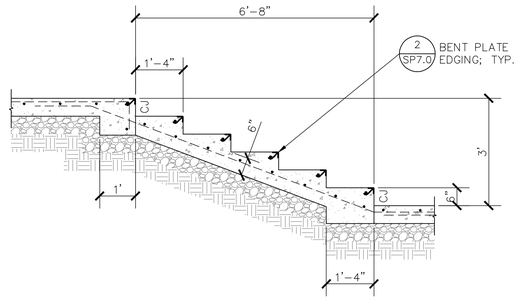
HIGHLINE BANK

1/2"=1'-0" (21)



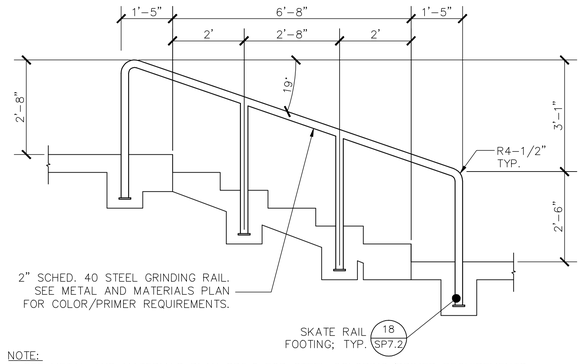
LOWLINE BANK

1/2"=1'-0" (22)



6-STAIR

1/2"=1'-0" (23)



NOTE:
1. SEE METAL AND MATERIALS PLAN SP5.0 FOR STEEL COLORING/PRIMER REQUIREMENTS.
2. GRIND ALL WELDED CONNECTIONS SMOOTH; TYP.
3. SEE SPECIFICATIONS FOR ALL WELDING INFORMATION.

6-STAIR SKATE RAIL

1/2"=1'-0" (24)

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CONSULTANT STAMP

REGISTERED LANDSCAPE ARCHITECT ZACHARY WORMHOUDT No. 6144 Exp. 07/31/18 STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE
SKATE PARK DETAILS

PROJECT NAME
DAVID CUTINO PARK

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
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CW	ZW
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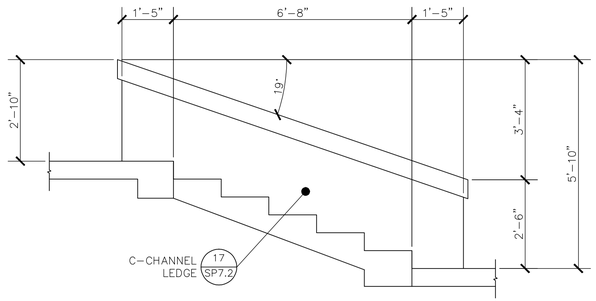
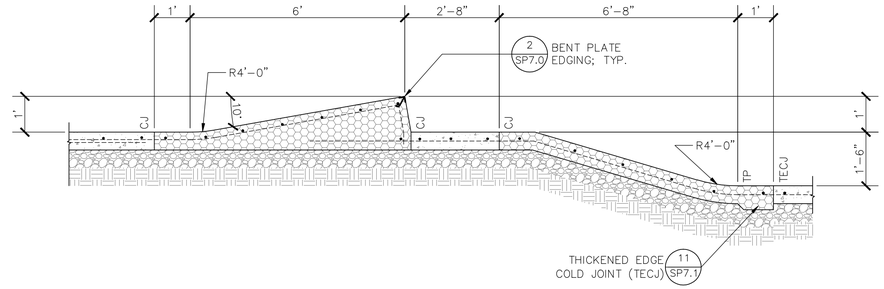
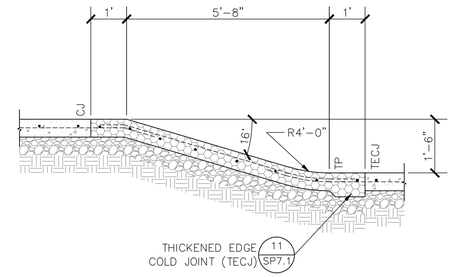
PROJ. NO.: 1706001	
SHEET NO.: SP7.2	9 OF 13 SHEETS



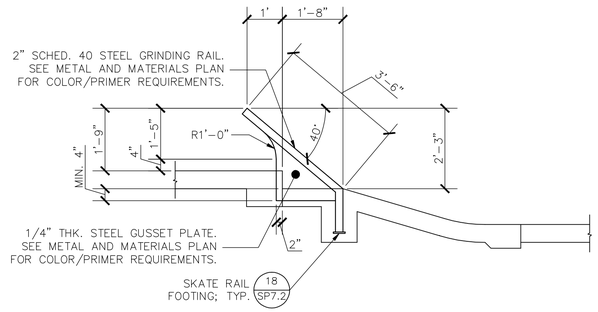
SHOWTIME LEDGE 1/2"=1'-0" 25



STEP-DOWN 1/2"=1'-0" 26

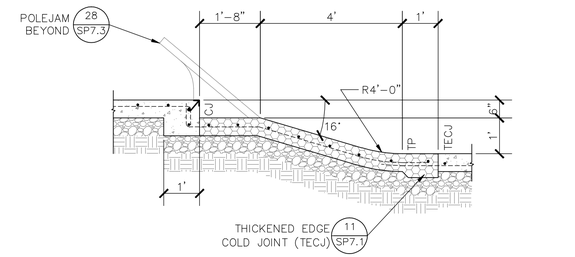


DOWNRAMP 1/2"=1'-0" 27

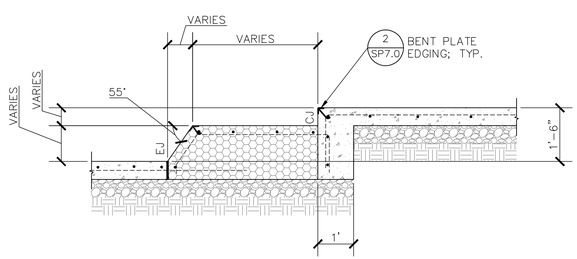


NOTE:
1. SEE METAL AND MATERIALS PLAN SP5.0 FOR STEEL COLORING/PRIMER REQUIREMENTS.
2. GRIND ALL WELDED CONNECTIONS SMOOTH; TYP.
3. SEE SPECIFICATIONS FOR ALL WELDING INFORMATION.

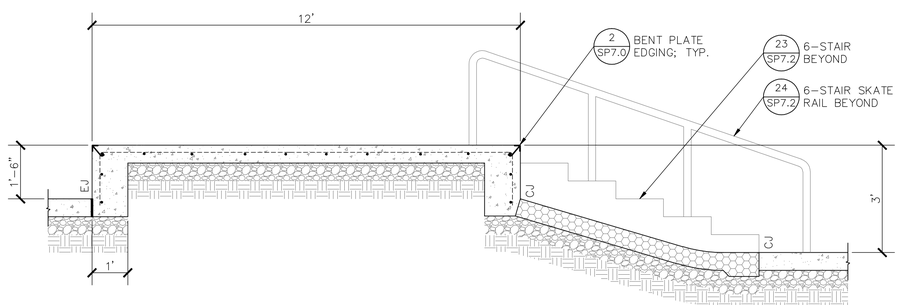
POLEJAM 1/2"=1'-0" 28



EURO-GAP 1/2"=1'-0" 29



STEP DOWN BUMP SECTION 1/2"=1'-0" 30



RAMP TO SUB-BLOCK 1/2"=1'-0" 31

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CONSULTANT STAMP

REGISTERED LANDSCAPE ARCHITECT C.A. HARRIS No. 5067 Exp. 07/31/18 STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE
SKATE PARK DETAILS

PROJECT NAME
DAVID CUTINO PARK

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

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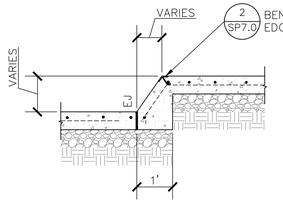
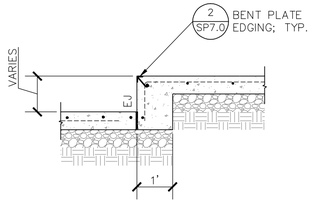
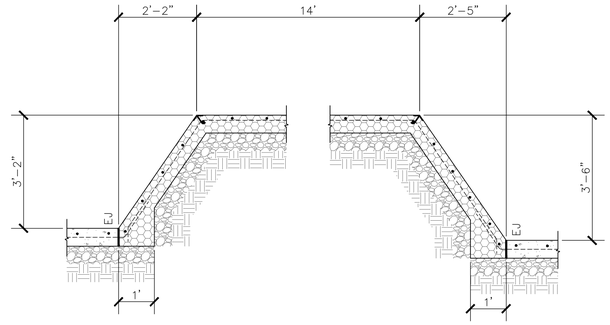


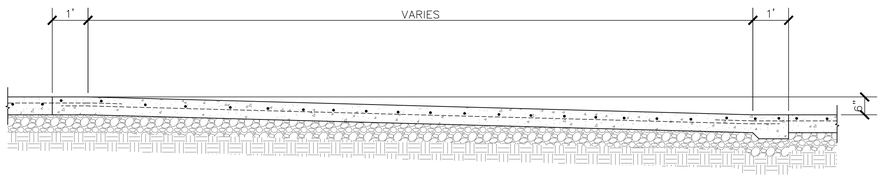
MINI BANK 1/2"=1'-0" 32



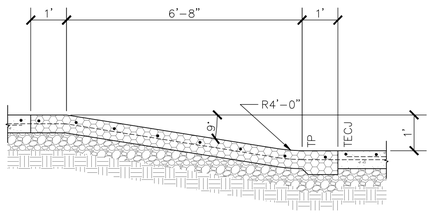
STEP LEDGE 1/2"=1'-0" 33



START BANK SECTION 1/2"=1'-0" 34



DOWNRAMP 1/2"=1'-0" 35



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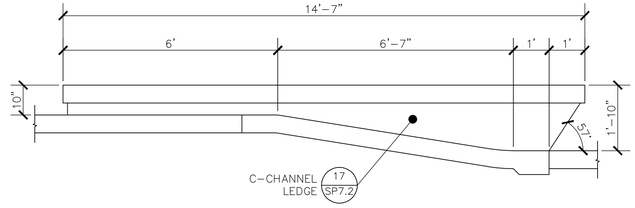

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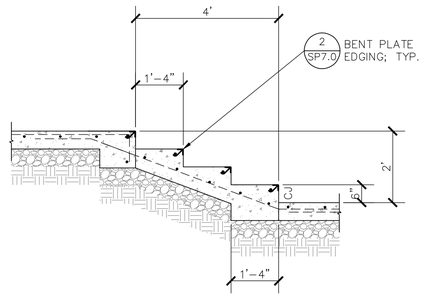

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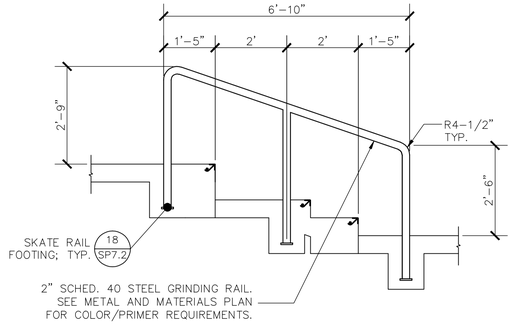
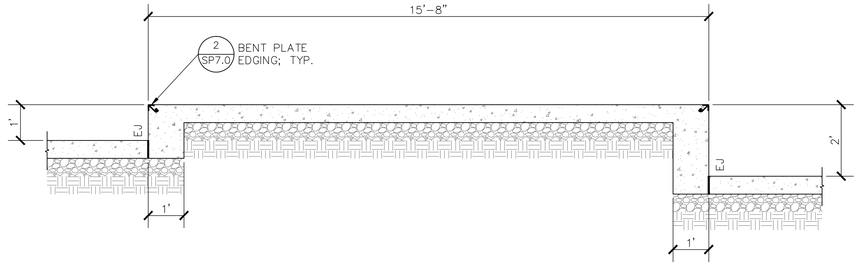


NOTE:
1. SEE METAL AND MATERIALS PLAN SP5.0 FOR STEEL COLORING/PRIMER REQUIREMENTS.
2. GRIND ALL WELDED CONNECTIONS SMOOTH; TYP.
3. SEE SPECIFICATIONS FOR ALL WELDING INFORMATION.

4-STAIR RAIL 1/2"=1'-0" 39



MANUAL PAD 1/2"=1'-0" 40

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CONSULTANT STAMP

WORMHOUDT, INC.

SHEET TITLE
SKATE PARK DETAILS

PROJECT NAME
DAVID CUTINO PARK

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
95% SUBMITTAL	5/1/18
100% / BID SUBMITTAL	6/1/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

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CW	ZW
DATE ISSUED	SCALE
6/1/2018	AS SHOWN

PROJ. NO. 1706001

SHEET NO. SP7.4 11 OF 13 SHEETS

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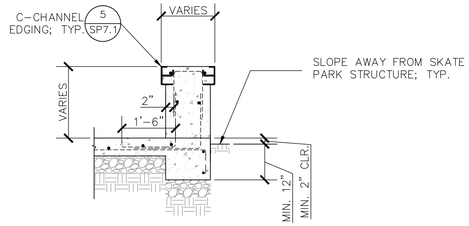
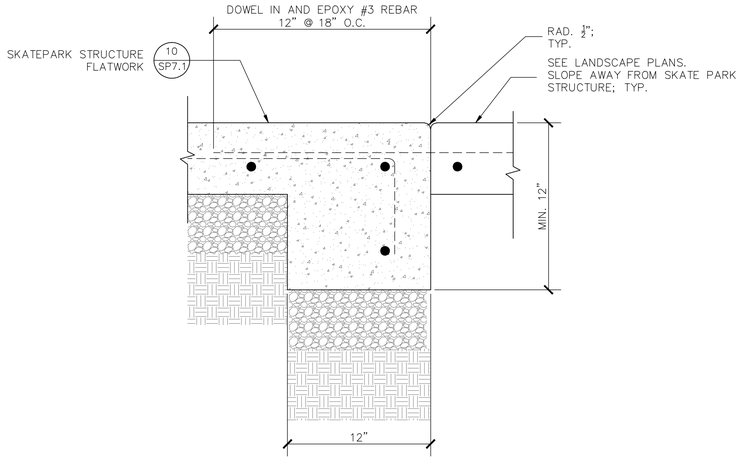
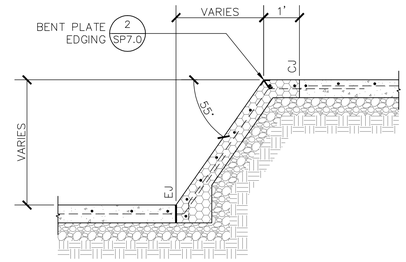


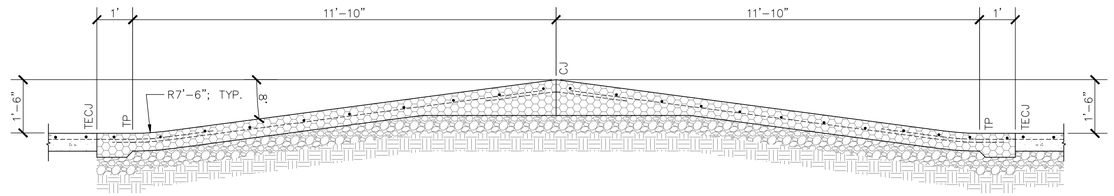
EDGE LEDGE 1/2"=1'-0" 41



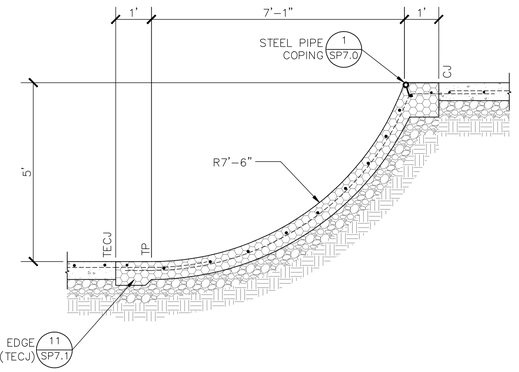
SKATEPARK EDGE AT PATHWAY 1"=2'-0" 42



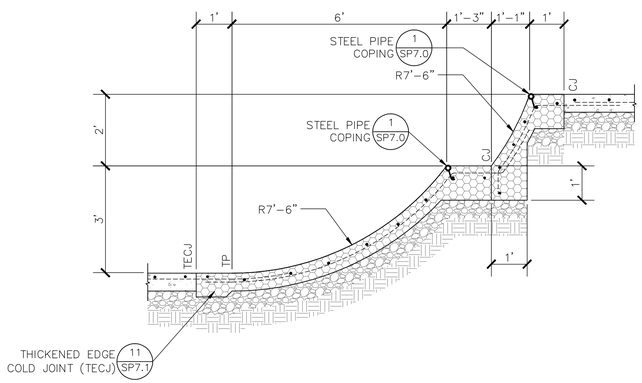
CHINA BANK 1/2"=1'-0" 43



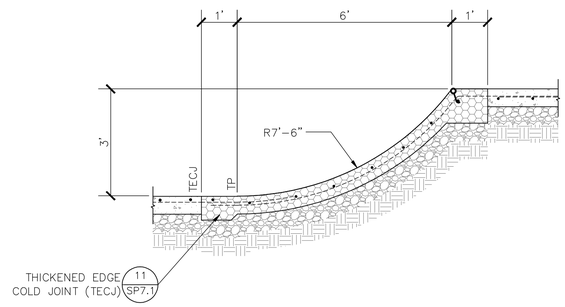
ROOT BUMP 1/2"=1'-0" 44



QUARTER PIPE 1/2"=1'-0" 45



QUARTER PIPE LOVESEAT 1/2"=1'-0" 46



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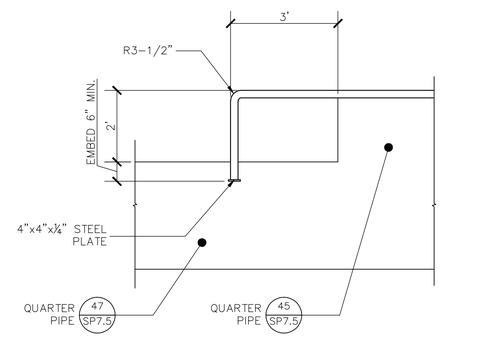

PRO PARK RAIL 1/2"=1'-0" 48

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CONSULTANT STAMP

REGISTERED LANDSCAPE ARCHITECT
CHRISTOPHER A. WHITTED
Exp. 07/31/18
STATE OF CALIFORNIA

WORMHOUDT, INC.

SHEET TITLE
SKATE PARK DETAILS

PROJECT NAME
DAVID CUTINO PARK

PROJECT ADDRESS
1324 LA SALLE AVE.
SEASIDE, CA 93955

SUBMITTAL	DATE
60% SUBMITTAL	3/9/18
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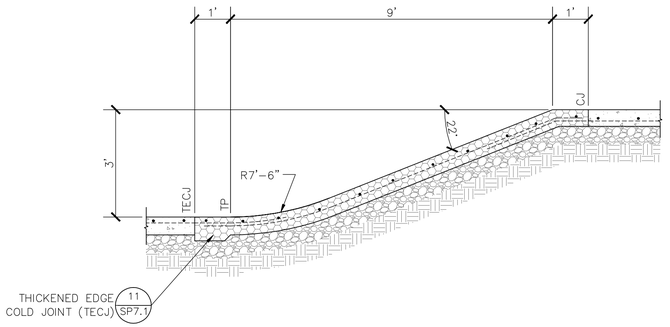
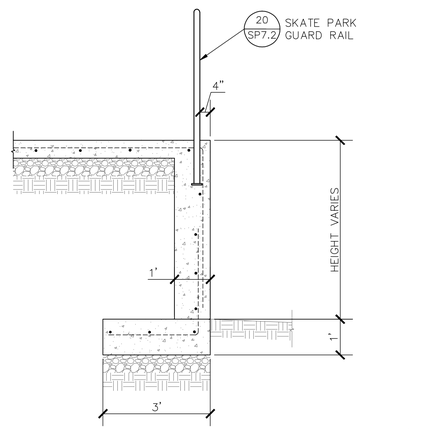
PROJ. NO. 1706001

SHEET NO. SP7.5 12 OF 13 SHEETS



BANK 1/2"=1'-0" 49



BANK 1/2"=1'-0" 50

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PROJ. NO. 1706001

SHEET NO. SP7.6 13 OF 13 SHEETS

LIGHT FIXURE SCHEDULE

SYMBOL	MANUFACTURER	CATALOG NO.	VOLTAGE	MAX. VA	LAMPING	POLE	MOUNTING	DESCRIPTION
⊟	LITHONIA LIGHTING	OLWX1LED-40-40K-DDB	UNV	40VA	LED	–	FENCE POST	DUGOUTS. 4000K

ADD ALTERNATE #3

SYMBOL	MANUFACTURER	CATALOG NO.	VOLTAGE	MAX. VA	LAMPING	POLE	MOUNTING	DESCRIPTION
⊕	SELUX	SACL-R3-1-LG4700-40-BZ-208-PCT	208	–	LED	S35 12' STRAIGHT STEEL	POLE TOP	PATHWAY LIGHTING. PHOTOCELL TO FACE NORTH. VERIFY AVAILABLE VOLTAGE PRIOR TO ORDERING.

ELECTRICAL SYMBOLS

- EXTENT OF DEMOLITION
- NEW TO EXISTING CONNECTION
- WORK ITEM (ELECTRICAL)
- DATA/TEL OUTLET FLUSH MOUNT IN WALL W/ 1" C., UON
- DUPLEX RECEPTACLE 20A, 125V, 3WG, NEMA 5-20R
- GFI DUPLEX GFI RECEPTACLE, +42" A.F.F.
- BRANCH CIRCUIT WIRING IN CONDUIT EXPOSED ON ROOF OR BUILDING EXTERIOR.
- BRANCH CIRCUIT WIRING IN CONDUIT CONCEALED UNDER FLOOR OR UNDERGROUND
- BRANCH CIRCUIT HOME RUN TO PANEL. CONCEALED IN CEILING SPACE OR WHERE POSSIBLE.
- CIRCUIT BREAKER
- #, # REFERENCE SHEET NOTE.
- 1 / E4.01 DETAIL TAG. REFER TO DETAIL 1 ON SHEET E4.01.
- ELECTRICAL PANEL
- FUSED DISCONNECT SWITCH
- PULLBOX, SEE SITE PLAN FOR SIZE
- PD CONCRETE PEDESTAL
- CONDUIT STUBUP
- SINGLE HEAD LIGHT FIXTURE AND POLE
- PB UNDERGROUND POWER AND SIGNAL PULLBOX
- TRANSFORMER
- J JUNCTION BOX
- G GROUND WELL; CHRISTY G05T W/GROUND ROD
- ^{T} SWITCH – 12-HOUR TIMER OPERATED

ELECTRICAL ABBREVIATIONS

A	AMPS
AC	ALTERNATING CURRENT
AF	AMP FRAME
AFF	ABOVE FINISH FLOOR
ALT	ALTERNATE
AT	AMP TRIP
AWG	AMERICAN WIRE GAUGE
BC	BARE COPPER
BP	BLUE PHONE
C	CONDUIT
CLG	CEILING
CKT	CIRCUIT
C.O.	CONDUIT ONLY
COMM	COMMUNICATION
DC	DIRECT CURRENT
DSW	FUSED DISCONNECT SWITCH
<E>	EXISTING
ELEC	ELECTRICAL
EM	EMERGENCY
EMH	ELECTRICAL MAN-HOLE
<F>	FUTURE
FA	FIRE ALARM
FACP	FIRE ALARM CONTROL PANEL
FATC	FIRE ALARM TERMINAL CABINET
FT	FEET
G	GROUNDING CONDUCTOR
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
IDF	INTERMEDIATE DISTRIBUTION FRAME
INT	INTERIOR
INTLTS	INTERIOR LIGHTS
IPC	INTEGRATED POWER CENTER
IRR	IRRIGATION
KVA	KILOVOLT AMPS
LCP	LIGHTING CONTROL PANEL
LIU	LIGHTING GUIDE INTERCONNECTION UNIT
LTG	LIGHTING
LTS	LIGHTS
MIC	MICROPHONE
MIN	MINIMUM
MSB	MAIN SWITCHBOARD
MM	MULTI MODE

<N>	**NEW (BOLD)**
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OS	OCCUPANCY SENSOR
P	POWER
PB	PULLBOX
PC	PATCH CORD
PH	PHONE
PD	PEDESTAL
PLTS	PATHWAY LIGHTING
PNL	PANEL
PRKLTS	PARKING LIGHTS
PTC	POLE AT TENNIS COURT
PV	PHOTOVOLTAIC
PWR	POWER
<R>	REMOVE
<RRN>	REMOVE AND REPLACE WITH NEW
RPS	REMOTE POWER SUPPLY
RR	RESTROOM
REC	RECEPTACLE
S	SIGNAL
SB	SCOREBOARD
SEC	SECURITY CAMERA
SLD	SINGLE LINE DIAGRAM
SLTS	SPORTS FIELD LIGHTS
SPK	SPEAKER
SS	SOUND SYSTEM
SWBD	SWITCHBOARD
T	TRIP
TB	TICKET BOOTH
TC	TIME CLOCK
TEL	TELECOM
TS	TIMING SYSTEM
TYP	TYPICAL
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
V	VOLTS
VOIP	VOICE OVER INTERNET PROTOCOL
W	WIRE, WATTS
WP	WEATHERPROOF
XFMR	TRANSFORMER

APPLICABLE CODES

UNLESS OTHERWISE INDICATED OR SPECIFIED, PERFORM THE WORK IN CONFORMANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE REGULATORY REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

1. CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24): 2016
2. CALIFORNIA BUILDING CODE (PART 2, TITLE 24): 2015 IBC WITH 2016 CA AMENDMENTS
3. CALIFORNIA ELECTRICAL CODE (PART 3, TITLE 24): 2014 NEC WITH 2016 CA AMENDMENTS
4. CALIFORNIA MECHANICAL CODE (PART 4, TITLE 24): 2015 UMC WITH 2016 CA AMENDMENTS
5. CALIFORNIA PLUMBING CODE (PART 5, TITLE 24) 2015 UPC WITH 2016 CA AMENDMENTS
6. CALIFORNIA ENERGY CODE (PART 6, TITLE 24): 2016
7. CALIFORNIA HISTORICAL BUILDING CODE, (PART 8, TITLE 24): 2016
8. CALIFORNIA FIRE CODE (PART 9, TITLE 24): 2015 IFC WITH 2016 CA AMENDMENTS
9. CALIFORNIA EXISTING BUILDING CODE (PART 10, TITLE 24): 2015 (INTERNATIONAL EXISTING BUILDING CODE WITH 2016 CA AMENDMENTS)
10. CALIFORNIA GREEN BUILDING STANDARDS CODE OR CAL GREEN (PART 11, TITLE 24): 2016
11. CALIFORNIA REFERENCED STANDARDS CODE (PART 12, TITLE 24): 2016
12. PUBLIC SAFETY (TITLE 19), STATE FIRE MARSHAL: 2016
13. NFPA 72, NATIONAL FIRE ALARM CODE, 2016 EDITION W/ CA AMENDMENTS

SUMMARY OF WORK

1. PROVIDE AND INSTALL INFRASTRUCTURE TO FUTURE PATHWAY LIGHTING AND PARK SIGNAGE.
2. PROVIDE AND INSTALL POWER AND LIGHTING TO DUGOUTS.

ADD ALTERNATE #3:

1. PROVIDE AND INSTALL (1) SECURITY PATHWAY LIGHT.

ELECTRICAL SHEET INDEX

SHEET NO.	DESCRIPTION
E-0.0	ELECTRICAL SYMBOLS & ABBREVIATIONS
E-0.1	ELECTRICAL GENERAL NOTES
E-1.1	ELECTRICAL PARTIAL SITE PLAN
E-5.1	ELECTRICAL DETAILS
E-5.2	ELECTRICAL DETAILS

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STAMP

REGISTERED PROFESSIONAL ENGINEER — JEFFRY GOSS — No. E18084 — ELECTRICAL — STATE OF CALIFORNIA

CONSULTANT

SALAS O'BRIEN
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San Jose, California 95112-2218
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salasobrien.com
Bozeman | Los Angeles | Monterey
Oakland | Orange County | Sacramento
San Diego | San Luis Obispo | Seattle

SHEET TITLE

ELECTRICAL
SYMBOLS & ABBREVIATIONS

PROJECT NAME

DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS

1332 LA SALLE AVE.
SEASIDE, CA
93955

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95% SUBMITTAL	05/01/18
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MO	JM
DATE ISSUED	SCALE
06/01/18	AS NOTED

PROJ. NO. 1706000 (SOBE #170630.2)

SHEET NO. E-0.0 OF SHEETS

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DRAWING NAME: K:\drawings\Verde Design\170630.2 Cutino Park Improvements\170630.2E-0.0.dwg
PLOT DATE: 06-21-18 PLOTTED BY: minh.ong

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE TO OBTAIN A COMPLETE SET OF CONTRACT DOCUMENTS, ADDENDA, DRAWINGS, AND SPECIFICATIONS. PRIOR TO SUBMITTING PROPOSAL, CONTRACTOR SHALL EXAMINE ARCHITECTURAL, STRUCTURAL AND MECHANICAL CONSTRUCTION DRAWINGS AND SPECIFICATIONS AND SHALL HAVE VISITED THE CONSTRUCTION SITE. HE/SHE SHALL BE FAMILIAR WITH THE EXISTING CONDITIONS UNDER WHICH HE/SHE WILL HAVE TO OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THIS CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS/HER PART. DETERMINE THE SEQUENCE OF CONSTRUCTION THROUGHOUT THE PROJECT, INCLUDING TEMPORARY FACILITIES AND CONNECTIONS REQUIRED FOR THE DURATION OF THE PROJECT.

2. ALL TEMPORARY CONNECTIONS SHALL BE CONSIDERED PART OF THIS CONTRACT AND NO EXTRA CHARGES WILL BE ALLOWED. THIS SHALL INCLUDE MINOR ITEMS OF MATERIAL OR EQUIPMENT NECESSARY TO MEET THE REQUIREMENTS AND INTENT OF THE PROJECT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF PERSONS AND PROPERTY AND SHALL PROVIDE INSURANCE COVERAGE AS NECESSARY FOR LIABILITY, PERSONAL, AND PROPERTY DAMAGE, TO FULLY PROTECT THE OWNER, ARCHITECT, AND ENGINEER FROM ANY AND ALL CLAIMS RESULTING FROM THIS WORK.

4. THE CONTRACTOR SHALL PROVIDE TO THE ARCHITECT A CONSTRUCTION SCHEDULE OF ALL ELECTRICAL WORK. THE CONSTRUCTION SCHEDULE SHALL IDENTIFY ALL SIGNIFICANT MILESTONES WITH COMPLETION DATES.

5. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AT THE PROJECT SITE INDICATING ALL MODIFICATIONS TO ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL, AT THE CONCLUSION OF THE PROJECT, PROVIDE A SET OF REPRODUCIBLE (AUTOCAD), ACCURATE AND NEAT "AS-BUILT" DRAWINGS ACCEPTABLE TO THE ARCHITECT.

6. THESE DRAWINGS DO NOT REPRESENT THE EXACT LOCATIONS, SIZES OR EXTENT OF UTILITIES ON SITE. CONTRACTOR SHALL TAKE STANDARD PRECAUTIONS FOR WORK IN EXISTING FACILITIES.

7. EXISTING ELECTRICAL WIRING WHICH WILL NOT BE MADE OBSOLETE AND WHICH WILL BE DISTURBED DUE TO CONSTRUCTION CHANGES REQUIRED BY THIS CONTRACT SHALL BE RESTORED TO OPERATING CONDITION, AS REQUIRED AND/OR DIRECTED. WHERE REQUIRED, SHOWN AND/OR DIRECTED, OUTLETS AND CONDUIT RUNS SHALL BE RELOCATED. IN SOME CASES IT MAY BE NECESSARY TO EXTEND CONDUITS AND PULL IN NEW WIRING OR INSTALL JUNCTION BOXES AND SPLICE IN NEW WIRING OR REPLACE OLD WIRING WITH NEW.

8. CERTAIN REMODELING OF ELECTRICAL FACILITIES WILL BE REQUIRED IN THE EXISTING BUILDING. EXISTING CONDUIT RUNS ARE GENERALLY NOT SHOWN, ALTHOUGH A FULL ATTEMPT HAS BEEN MADE TO SHOW SOME EXISTING CONDITIONS, OF WHICH INFORMATION HAS BEEN TAKEN FROM EXISTING RECORD DRAWINGS AND/OR LIMITED FIELD INVESTIGATIONS. THE DRAWINGS SHOWING LOCATION OF EXISTING EQUIPMENT, OUTLETS, FIXTURES, ETC., ARE APPROXIMATE ONLY (CONTRACTOR TO FIELD VERIFY).

9. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY AND SHALL BE INSTALLED AS PER LISTING OR LABELING (IE. MAXIMUM FUSE SIZE MEANS FUSE PROTECTION IS REQUIRED).

10. ALL ELECTRICAL EQUIPMENT AND INSTALLATION SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
    a. AMERICAN STANDARD ASSOCIATION (ASA)
    b. AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)
    c. AMERICAN SOCIETY OF TESTING MATERIALS (ASTM)
    d. CALIFORNIA CODE OF REGULATIONS TITLE 24 (CCR)
    e. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
    f. INSULATED POWER CABLE ENGINEERS ASSOCIATIONS (IPCEA)
    g. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATIONS (NEMA)
    h. NATIONAL FIRE PROTECTION AGENCY (NFPA)
    i. ALL LOCAL CODE HAVING JURISDICTION

11. CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, AND INCIDENTAL COSTS NECESSARY FOR EXECUTION AND COMPLETION OF ELECTRICAL WORK, INCLUDING ALL CHARGES BY STATE, COUNTY AND LOCAL GOVERNMENTAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ELECTRICAL UTILITY SYSTEM SHUT-DOWNS AND START-UP. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION REQUIRED WITH OTHER AGENCIES AND UTILITY COMPANIES.

12. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CROSSINGS ON NEW UTILITIES WITH THAT OF EXISTING ON SITE AND IN ADJACENT PROPERTIES. NOTIFY THE ENGINEER IMMEDIATELY OF ANY DEVIATIONS OR DISCREPANCIES FROM THIS PLAN.

13. CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH OTHER TRADE ON SITE. ANY COST TO PERFORM WORK TO ACCOMPLISH SAID COORDINATION WHICH DIFFERS FROM THE WORK AS SHOWN ON THE DRAWINGS SHALL BE INCURRED BY THE CONTRACTOR. ANY DISCREPANCIES, AMBIGUITIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT DURING BID TIME FOR CLARIFICATIONS. ANY SUCH CONFLICTS NOT CLARIFIED PRIOR TO BID SHALL BE SUBJECT TO THE INTERPRETATION OF THE ARCHITECT/ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

14. COORDINATE WITH OTHER TRADES AS TO THE EXACT LOCATION OF THEIR RESPECTIVE EQUIPMENT. PROVIDE POWER AND CONNECTION TO MOTORS AND EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS AS INDICATED ON ELECTRICAL DRAWINGS AND DRAWINGS OF OTHER TRADES. CONTRACTOR SHALL REVIEW DRAWINGS OF OTHER TRADES FOR CONTROL DIAGRAMS, SIZE AND LOCATION OF EQUIPMENT. DISCONNECT SWITCHES, STARTERS, AND CONDUITS FOR CONTROL WIRING FOR MECHANICAL AND PLUMBING EQUIPMENT SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MANUFACTURER'S SHOP DRAWINGS PRIOR TO ROUGHING IN ALL CONDUITS TO THIS EQUIPMENT.

15. BEFORE ROUGH-IN, VERIFY ALL MOUNTING HEIGHTS AND EXACT LOCATIONS FOR ALL EQUIPMENT, ELECTRICAL CONNECTIONS, STUB-UPS, RECEPTACLES, OUTLETS, CONDUIT RUNS, ETC. WITH ARCHITECT AND OWNER. PLACE DEVICES LOCATED ABOVE COUNTERS, SHELVING, ETC. AND IN BATHROOMS SO AS NOT TO CONFLICT WITH EDGES OF WAINSCOTING, COUNTER SPLASH, SHELVING, ETC. ARCHITECTURAL DRAWINGS SHALL GOVERN. REFER TO ARCHITECTURAL ELEVATIONS FOR EXACT LOCATIONS OF ELECTRICAL DEVICES

16. MOUNTING HEIGHTS OF ALL CONTROL DEVICES TO BE USED BY OCCUPANT OF THE ROOM OR AREA SHALL BE MOUNTED AT THE FOLLOWING HEIGHTS:
    RECEPTACLES OUTLETS : +18" (TO BOTTOM OF OUTLETS)
    TELEPHONE/TV/DATA OUTLETS : +18" (TO BOTTOM OF OUTLETS)
    LIGHT SWITCHES : +44" (TO HIGHEST OPERABLE PART)
    OUTLETS ABOVE COUNTER : +44" (TO HIGHEST OPERABLE PART)
    MOUNTING HEIGHTS OF ALL DEVICES AND EQUIPMENT ARE FROM FINISHED FLOOR TO LOCATION OF DEVICE AS NOTED. EQUIPMENT INSTALLED IN LOCATIONS NOT APPROVED BY THE ARCHITECT SHALL BE RELOCATED AS DIRECTED BY THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.

17. COORDINATE ALL OUTLET BOX INSTALLATION WITH ARCHITECTURAL WALL FINISH SCHEDULES. SPACE BETWEEN FACEPLATE AND DEVICE BOX SHALL NOT EXCEED 1/8".

18. FOR RENOVATION WORK, THE CONTRACTOR SHALL CONCEAL ALL WORK WHERE POSSIBLE. ALL EXPOSED RACEWAY AND BOXES IN OCCUPIED AREAS OR ON EXTERIOR WALLS SHALL BE PAINTED TO MATCH ADJACENT FINISHES.

19. THE CONTRACTOR SHALL BE HELD FULLY RESPONSIBLE FOR THE PROPER RESTORATION OF ALL EXISTING SURFACES REQUIRING PATCHING, PLASTERING, PAINTING AND/OR OTHER REPAIR DUE TO THE INSTALLATION OF ELECTRICAL WORK UNDER THE TERMS OF THIS SPECIFICATION. CLOSE ALL OPENINGS, REPAIR ALL SURFACES, ETC., AS REQUIRED.

20. SEAL ALL CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS AND CEILINGS. FURNISH AND INSTALL FIRE RATED BACKBOXES AS REQUIRED, MAINTAINING FIRE RATING OF CEILING OR WALLS WHERE RECESSED ELECTRIC EQUIPMENT SUCH AS LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANEL, ETC. ARE INSTALLED IN RATED WALL OR CEILINGS. PENETRATIONS OF FIRE RATED WALLS, CEILINGS, OR FLOORS SHALL COMPLY WITH CBC CHAPTER 7 (714) REQUIREMENTS. CONDUIT PENETRATIONS THAT ARE NOT STUBBED-OUT INSIDE THE WALL SHALL MEET F AND T RATING. ALL FIRE PROOFING METHODS SHALL BE UL APPROVED.

21. ALL EXTERIOR EQUIPMENT SHALL BE NEMA 3R RATED. ALL WALL PENETRATIONS TO EXTERIOR WALLS SHALL BE SEALED WATER TIGHT.

22. PULLING TAPES: ALL RACEWAY WITHOUT CABLE OR WIRE SHALL BE INSTALLED WITH A MINIMUM 1100 LBS. STRENGTH TEST POLYESTER PULLING TAPE. PULLING TAPES SHALL BE DETECTABLE MULE-TAPE WITH SEQUENTIAL FOOTAGE MARKING.

23. RUN NO MORE THAN 3 CURRENT CARRYING CONDUCTORS IN ANY WIREWAY UNLESS DE-RATING IS APPROVED BY ENGINEER OR SHOWN ON DRAWINGS.

24. ALL BRANCH CIRCUIT CONDUCTORS SHALL BE COPPER, #12 AWG MINIMUM, RATED FOR 600V, THHN/THWN, 75 DEGREE CELSIUS. ALL CONDUCTORS SHALL BE STRANDED, SOFT DRAWN ANNEALED COPPER WIRE 98% CONDUCTIVITY, BEARING THE UL LABEL. SYSTEM VOLTAGE SHALL BE IDENTIFIED AS TO VOLTAGE AND PHASE CONNECTIONS BY MEANS OF COLOR IMPREGNATED INSULATION OR APPROVED COLORED MARKING TAPE.

25. WHERE MULTI-HOMERUNS ARE INDICATED ON DRAWINGS INDICATING THE SAME CIRCUIT NUMBER, PROVIDE A JUNCTION BOX ABOVE THE ACCESSIBLE CEILING AND ROUTE ONE SET OF WIRES TO THE CIRCUIT BREAKER.

26. REFER TO THE SINGLE LINE DIAGRAM FOR THE CONDUIT AND CONDUCTOR SIZES HOMERUN TO ELECTRICAL PANELS. CONDUIT RUNS MAY NOT BE SHOWN ON DRAWINGS, BUT ARE PART OF THIS CONTRACT.

27. ALL CONDUIT RUNS INCLUDING STRAIGHT FEEDER AND BRANCH CIRCUIT SHALL BE PROVIDED WITH SUFFICIENT PULL BOXES OR JUNCTION BOXES TO LIMIT THE MAXIMUM LENGTH OF ANY SINGLE CABLE PULL TO 100 FEET. PULL BOXES SHALL BE SIZED PER CODE OR AS INDICATED ON DRAWINGS. LOCATIONS SHALL BE DETERMINED IN THE FIELD OR AS INDICATED ON THE DRAWINGS.

28. FINAL CONNECTIONS TO ALL EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MATERIAL AND EQUIPMENT COMPATIBLE WITH EQUIPMENT ACTUALLY SUPPLIED.

29. DO NOT COMBINE DIFFERENT SYSTEM VOLTAGES IN SAME CONDUIT (EG., 120/208V VS. 277/480V), UNLESS APPROVED BY ENGINEER OR SHOWN ON DRAWINGS.

30. ELECTRICAL SYSTEMS SHALL BE INSTALLED FOR FINAL INSPECTIONS. PROVIDE NEUTRAL TEST AND PROOF OF TORQUE DURING FINAL INSPECTION FOR ALL UNITS. FINAL TERMINATIONS OF CONDUCTORS TO ELECTRICAL EQUIPMENT AND DEVICES SHALL BE TORQUE WRENCH TIGHTENED TO THE MANUFACTURER'S RECOMMENDED SPECIFICATION, NO EXCEPTION.

31. CIRCUIT BREAKER TERMINALS IN SWITCHBOARDS AND LOAD CENTER SHALL BE UL LISTED AND APPROVED FOR USE WITH COPPER 75 DEGREE CELSIUS CONDUCTORS.

32. SIZES OF BREAKERS, SWITCHES, FUSES AND FEEDERS ARE BASED ON DESIGNED EQUIPMENT SIZES. THESE SIZES SHALL BE ADJUSTED TO SATISFY REQUIREMENTS OF ACTUAL INSTALLED OR SUBSTITUTE EQUIPMENT. UP SIZING OR DOWNSIZING OF FEEDERS SHALL BE PROVIDED WITHOUT ADDITIONAL COST TO THE OWNER.

33. AS REQUIRED ALL OVERSIZED FEEDERS THAT WERE ADJUSTED IN SIZE TO COMPENSATE FOR VOLTAGE DROP SHALL BE PROVIDED WITH ADAPTER LUGS OR SPLICE BOX. ADAPTER LUGS SHALL BE PROVIDED IF SIZE IS AVAILABLE. OTHERWISE PROVIDE CABLE SPLICES IN THE SPLICE BOX TO REDUCE CABLES TO THE MAXIMUM SIZE THAT THE BREAKER LUGS CAN ACCOMMODATE.

34. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAW-CUTTING, TRENCHING, BACKFILLING, COMPACTION AND PATCHING OF CONCRETE AND ASPHALT AS REQUIRED TO COMPLETE WORK. USE EXTREME CAUTION WHEN TRENCHING NEAR EXISTING UNDERGROUND UTILITY LINES. CONTRACTOR SHALL PROVIDE ALL REQUIRED CUTTING, PATCHING, PAINTING, AND REPAIRS NECESSARY TO RESTORE DAMAGED SURFACES TO EQUAL OR BETTER THAN ORIGINAL CONDITIONS EXISTING AT THE START OF WORK.

35. ALL ELECTRICAL EQUIPMENT SHALL BE BRACED OR ANCHORED TO RESIST HORIZONTAL FORCE ACTING IN ANY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST EDITION OF ASCE.

36. RIGID GALVANIZED STEEL CONDUIT SHALL BE USED FOR ALL ABOVE GRADE EXTERIOR APPLICATIONS, ALL CONDUITS LARGER THAN 2" TRADE DIAMETER, AND ALL INDOOR CONDUITS BELOW EIGHT (8) FEET FROM FINISHED FLOOR.

37. ELECTRICAL METALLIC TUBING (EMT) IS ONLY ALLOWED IN INTERIOR LOCATION ABOVE EIGHT (8) FEET FROM FINISHED FLOOR AND WHEN ENTERING A PANEL FROM ABOVE.

38. CONNECTIONS TO VIBRATING EQUIPMENT (MOTOR, TRANSFORMER ENCLOSURE, ETC.) AND SEISMIC SEPARATIONS SHALL BE PROVIDED WITH LIQUID-TIGHT FLEXIBLE STEEL CONDUIT WITH WATERTIGHT CONNECTORS. MAXIMUM LENGTH OF CONDUIT SHALL BE SIX FEET, UNLESS OTHERWISE NOTED.

39. POLYVINYL CHLORIDE (PVC) SCHEDULE 40 MAY BE INSTALLED BENEATH SLAB AND UNDERGROUND INSTALLATION. INSTALL PVC COATED RIGID STEEL CONDUIT FOR TRANSITION FROM UNDERGROUND TO ABOVE GRADE INSTALLATION.

40. CONTRACTOR SHALL PROVIDE TERMINATIONS FOR ALL DATA/VOICE CABLES INDICATED AT OUTLET LOCATIONS INDICATED ON DRAWINGS.

41. CONTRACTOR SHALL PROVIDE AND INSTALL ACCESS PANELS IN NON-ACCESSIBLE CEILINGS WHERE REQUIRED TO ACCESS ELECTRICAL EQUIPMENT IN CEILING SPACE. ACCESS DOORS SHALL HAVE FIRE RATING EQUAL TO THE CEILING ASSEMBLY IN WHICH THEY ARE INSTALLED.

42. ALL FIRE LIFE SAFETY EQUIPMENT, SUCH AS FIRE ALARM CONTROL PANEL AND REMOTE POWER SUPPLIES SHALL BE PROVIDED WITH DEDICATED CIRCUITS. IDENTIFY CIRCUIT DESIGNATION AND PROVIDE PERMANENT LABELING, "FIRE ALARM CIRCUIT" ON ELECTRICAL PANEL. PROVIDE LOCKABLE CIRCUIT BREAKER.

43. CONTROL CONDUIT FOR ENERGY/BUILDING MANAGEMENT SYSTEM (E/BMS) SHALL BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR.

44. ROUTE CONDUIT PARALLEL AND PERPENDICULAR TO WALLS AND ADJACENT PIPING. ARRANGE CONDUIT TO MAINTAIN HEADROOM AND TO PRESENT A NEAT APPEARANCE.

45. WHEN A DISCREPANCY IN QUANTITY OR SIZE OF CONDUIT, WIRE, EQUIPMENT, CIRCUIT BREAKERS, ETC., ARISES ON THE DRAWINGS OR SPECIFICATIONS, CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL REQUIRED BY THE MOST STRINGENT CONDITIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS TO PROVIDE A COMPLETE AND OPERABLE SYSTEM, OR AS DIRECTED BY ENGINEER.

46. FOR SMALL AC MOTORS NOT HAVING BUILT-IN THERMAL OVERLOAD PROTECTION, PROVIDE MANUAL MOTOR STARTERS WITH OVERLOAD HEATER ELEMENTS SIZED PER MANUFACTURER'S RECOMMENDATION. FOR SMALL AC MOTORS WITH BUILT-IN THERMAL OVERLOAD PROTECTION, PROVIDE A HORSEPOWER RATED TOGGLE DISCONNECT SWITCH.

47. DISCONNECT SAFETY SWITCHES SHALL BE HEAVY DUTY AND BE RATED FOR THE NUMBER OF POLES, VOLTAGE, CURRENT AND HORSEPOWER RATING AS REQUIRED. PROVIDE FUSE PROTECTION BASED ON THE MOTOR NAMEPLATE RATINGS.

48. PROVIDE PERMANENT IDENTIFICATION (NAMEPLATES) FOR ALL ELECTRICAL PANELS, SWITCHBOARDS, MOTOR CONTROL CENTERS, DISCONNECT SWITCHES, TRANSFORMERS, TERMINAL CABINETS, ETC.

49. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO VERIFY TYPE OF CEILING SYSTEMS AND TO FURNISH APPROVED LIGHTING FIXTURES OF THE TYPE REQUIRED FOR MOUNTING IN SUBJECT CEILING. PROVIDE ALL NECESSARY MOUNTING KIT/HARDWARE TO PROVIDE A COMPLETE WORKING LIGHTING SYSTEM.

50. ALL FINAL ELECTRICAL CONNECTIONS TO OWNER FURNISHED EQUIPMENT SHALL BE MADE BY THE ELECTRICAL CONTRACTOR.

51. ALL SPLICES AND TERMINALS SHALL BE COMPRESSION TYPE, OF SEAMLESS PURE COPPER, TIN PLATED, LONG BARREL, INSPECTION WINDOW, TERMINALS WITH TWO-HOLE PAD (WITH NEMA DRILLING). CLEAN ALL SURFACES AND INSTALL WITH OXIDE INHIBITING COMPOUND BURNDY PENETROX-E OR EQUAL. APPLY COMPOUND BETWEEN BUS BAR AND LUG PAD AND BETWEEN CONDUCTOR AND LUG BARREL. INSTALL COMPRESSION CONNECTORS WITH A FULLY CIRCUMFERENTIAL COMPRESSION DIE BURNDY HYPRESS OR EQUAL.

52. LABEL ALL CONDUIT WHERE IT BEGINS, AND WHERE IT TERMINATES INTO A BOX, PANEL, DEVICE, LOAD, OR DISCONNECT. CONDUIT SHALL BE LABELED EVERY 30 FEET OR LESS. CONDUIT SHALL BE LABELED WHERE IT PENETRATES ANY WALL OR FLOOR. LABEL SHALL BE PERMANENT PRINTED LABELS (DESCRIBING SOURCE, CIRCUIT, AND LOAD) LEGIBLE FROM FLOOR WHERE POSSIBLE (STANDING POSITION).

53. CONTRACTOR'S FAILURE TO ORDER OR RELEASE ORDER FOR MATERIALS AND/OR EQUIPMENT WILL NOT BE ACCEPTED AS A REASON TO SUBSTITUTE ALTERNATE MATERIALS, EQUIPMENT OR INSTALLATION METHODS.

54. PROVIDE ARC-FLASH HAZARD WARNING LABELS ON ALL AFFECTED ELECTRICAL EQUIPMENT, INCLUDING SWITCHBOARDS, PANEL BOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS. MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS. LABEL SHALL BE FACTORY PRE-PRINTED OR MACHINE-PRINTED SELF-ADHESIVE VINYL MATERIAL; UV, CHEMICAL, WATER, HEAT AND ABRASION RESISTANT; PRODUCED USING MATERIALS RECOGNIZED BY UL 969. MINIMUM SIZE: 3.5 BY 5 INCHES.

55. UNLESS OTHERWISE NOTED, ARRANGE, PAY FOR, COORDINATE AND PROVIDE ALL PERMITS NECESSARY FOR A COMPLETE AND OPERABLE SYSTEM.

56. ALL WORK IS <N> UNLESS OTHERWISE NOTED.

DEMOLITION NOTES

1. REMOVE EXISTING EQUIPMENT IN CONFLICT WITH NEW CONDITIONS. REMOVE ALL WIRE NOT IN SERVICE AND FROM ABANDONED RACEWAYS. PROTECT EXISTING CIRCUITING PASSING THROUGH DEMOLITION AREAS. EXTEND AND/OR RELOCATE AS NECESSARY.

2. ALL ABANDONED EQUIPMENT INCLUDING LIGHT, RECEPTACLES, DATA, FIRE ALARM, ETC., SHALL BE COVERED WITH BLANK METAL PLATES AND PAINTED TO MATCH THE ADJACENT FINISH OF SURROUNDING WALLS OR CEILING TO THE SATISFACTION OF THE ARCHITECT/OWNER.

3. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO DISCONNECT AND REMOVE ALL EXISTING ELECTRICAL EQUIPMENT AFFECTED BY THE PROJECT. THIS INCLUDES REROUTING OR THE EXTENSION OF EXISTING CONDUIT AND FEEDER WHERE NECESSARY TO MAINTAIN OPERATIONAL OF ANY EXISTING EQUIPMENT.

4. CIRCUIT NUMBERS AND CONDUIT HOMERUNS SHOWN ON THESE DRAWINGS WERE TAKEN FROM EXISTING RECORD DRAWINGS. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING CIRCUITING AND CONDUIT HOMERUNS. ADJUST CIRCUIT NUMBERS ACCORDING TO THE ACTUAL CONDITIONS.

5. WHERE EXISTING CONDUIT IS TO BE ABANDONED OR DEMOLISHED, THE CONDUIT SHALL BE REMOVED IF IT IS EXPOSED, IN A CRAWL SPACE OR IN AN ACCESSIBLE CEILING. ABANDONED OR DEMOLISHED CONDUIT FEEDS UP THROUGH THE FLOOR SHALL BE CUT OFF AND PLUGGED FLUSH WITH THE FLOOR.

6. ALL ELECTRICAL EQUIPMENT INCLUDING LIGHT, RECEPTACLE, DATA, FIRE ALARM, ETC., THAT ARE TO BE REMOVED, SHALL BE REMOVED COMPLETELY, INCLUDING CONDUIT AND WIRING BACK TO THE LAST DEVICE REMAINING IN SERVICE, OR SOURCE.

7. EXISTING CIRCUITS WHICH ARE REMOVED AND NOT REUSED SHALL BE IDENTIFIED ON THE PANEL SCHEDULE AS "SPARE".

8. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OWNER PRIOR TO REMOVAL OF EXISTING ELECTRICAL EQUIPMENT AND TURN OVER REMOVED EQUIPMENT THAT THE OWNER REQUESTS IN AN "AS-FOUND" CONDITION.

9. ALL DEMOLITION WORK SHOWN, IF ANY, WAS PREPARED FOR THE CONVENIENCE OF THE CONTRACTOR. NO REPRESENTATION HAS BEEN MADE THAT ALL ITEMS THAT MAY REQUIRE DEMOLITION HAVE BEEN SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CAREFULLY EXAMINE THE SITE AND THE CONTRACT DOCUMENTS AND TO PERFORM ALL DEMOLITION AND RECONSTRUCTION WHICH MAY BE REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

10. WHEN CALLED FOR, OR SCOPE OF WORK REQUIRES ELECTRICAL EQUIPMENT TO BE REMOVED, ALL CONDUIT, WIRE, BOXES, HANGERS, ETC. SHALL BE REMOVED COMPLETELY. ALL OPENINGS SHALL BE PATCHED, SEALED AND PAINTED TO MATCH THE ADJACENT FINISH.

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SHEET TITLE

ELECTRICAL GENERAL NOTES

PROJECT NAME

DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS

1332 LA SALLE AVE.
SEASIDE, CA
93955

SUBMITTAL	DATE
60% SUBMITTAL	03/09/18
95% SUBMITTAL	05/01/18
100% / BID SUBMITTAL	06/01/18

NO.	REVISIONS	DATE
1		
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4		
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DRAWN BY	CHECKED BY
MO	JM
DATE ISSUED	SCALE
06/01/18	AS NOTED

PROJ. NO.
1706000 (SOBE #170630.2)

SHEET NO.
E-0.1
OF SHEETS

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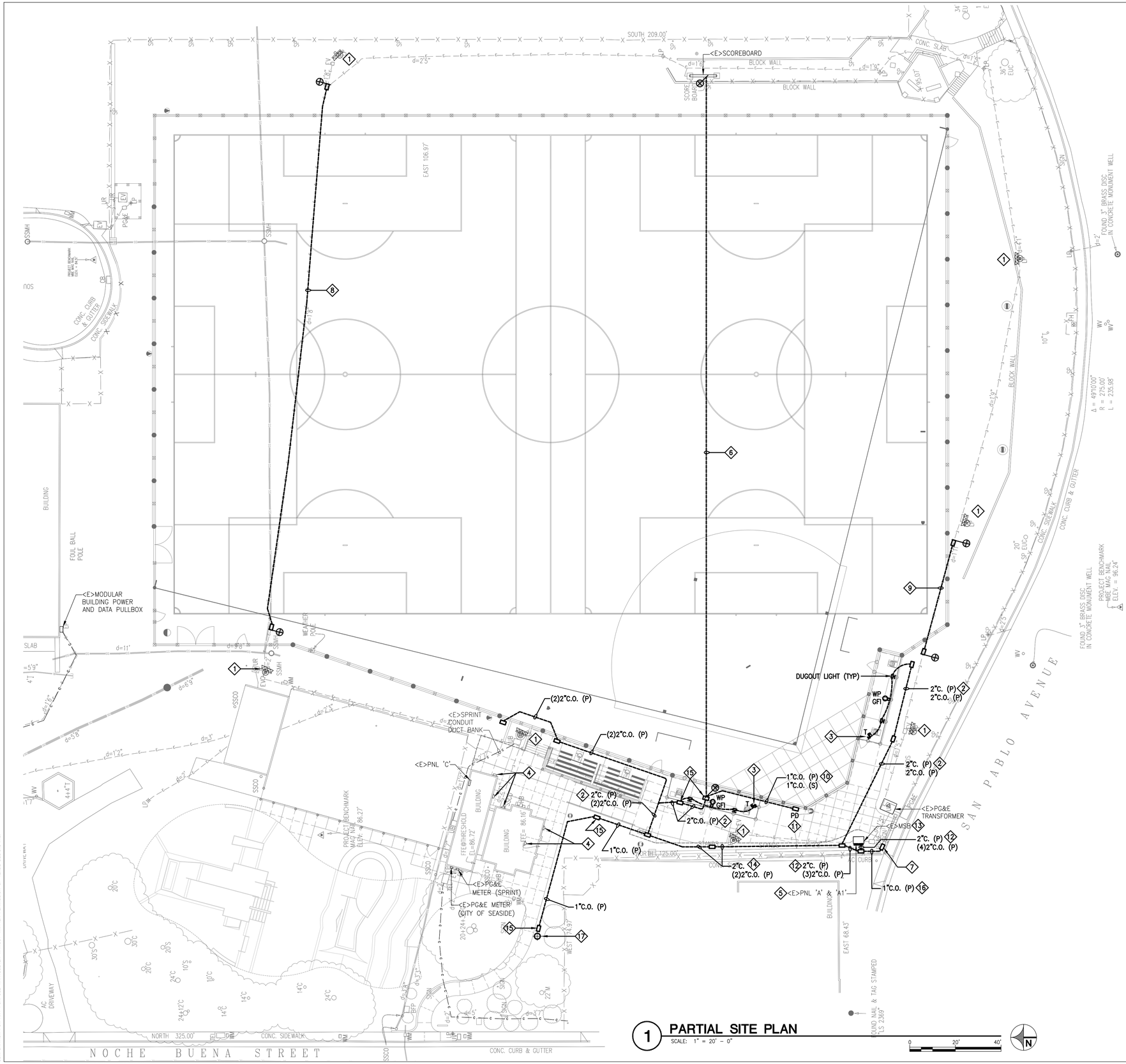
PLOT DATE: 06-21-18 PLOTTED BY: minh.ong



1 **PARTIAL SITE PLAN**
SCALE: 1" = 20' – 0"

0 20' 40'

GENERAL SHEET NOTES

A. CONTRACTOR SHALL PERFORM UNDERGROUND SURVEY PRIOR TO SITE EXCAVATION. IDENTIFY UTILITIES (ACTIVE AND INACTIVE). EXISTING UTILITIES AFFECTED BY ELECTRICAL WORK SHALL BE BROUGHT UP TO PROJECT ENGINEER OTHERWISE CONTRACTOR ASSUMES EXISTING CONDITION AND SHALL RECONNECT POWER AND SIGNAL. RESTORATION OF EXISTING UTILITIES SHALL NOT UTILIZE NEW PATHWAYS. CONTRACTOR SHALL PROVIDE ADDITIONAL PATHWAYS.

B. ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL ADJUST +/–10' AT NO EXPENSE TO THE CLIENT. COORDINATE ROUTING OF ELECTRICAL CONDUITS WITH OTHER UTILITIES.

C. FIELD VERIFY SYSTEMS ROUTED IN PULLBOXES. READJUST EXISTING PULLBOXES TO FINISH GRADE. PROTECT AND PROVIDE SEALS TO CONDUITS FROM CONSTRUCTION DEBRIS. CLEAN UP PULLBOXES AFTER COMPLETION OF WORK. ENSURE THAT PULLBOXES HAVE PROPER DRAINAGE. DUCT SEAL ALL CONDUIT AND PROVIDE PULL ROPE FOR ALL SPARE CONDUIT.

D. USE (3)#10 AWG MINIMUM TO WIRE EACH RECEPTACLE OUTLET AND POWER CIRCUIT. USE 1"C. MINIMUM FOR POWER AND SIGNAL CONDUITS, U.O.N.

E. UNDERGROUND POWER AND SIGNAL PULLBOX SHALL BE 17"x30" U.O.N. REFER TO ELECTRICAL DETAIL DRAWINGS.

F. ELECTRICAL DEVICES SHOWN TO BE EXISTING SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. IF DAMAGED, CONTRACTOR SHALL RESTORE TO ITS ORIGINAL CONDITION, OR AS REQUIRED BY CITY.

G. MARK ALL CONDUIT STUB–UP WITH PULLBOX, 10"x17" MIN.

H. ALL OUTDOOR RECEPTACLE OUTLETS SHALL BE GFCI AND BE PROVIDED WITH METAL WEATHERPROOF WHILE–IN–USE COVERS.

REFERENCE SHEET NOTES

1. EXISTING SPORTS FIELD LIGHTING TO REMAIN.
2. ROUTE (4) #10 +#12 GND.
3. PROVIDE AND INSTALL 2–HOUR MECHANICAL COUNTDOWN TIMER INTERMATIC FF2H. PROVIDE WEATHERPROOF COVER.
4. EXISTING LIGHT FIXTURE TO REMAIN.
5. EXISTING PANEL TO BE MODIFIED. INSTALL (5) 20A/1P CIRCUIT BREAKERS FOR NEW ADDITIONAL EQUIPMENT. MATCH EXISTING CIRCUIT BREAKER AIC RATING.
6. LOCATE EXISTING AND REPLACE POWER AND SIGNAL CONDUIT THAT ARE AFFECTED BY NEW FINISHED GRADE. INTERCEPT AND EXTEND CONDUIT AND WIRES. FOR BIDDING PURPOSES, ASSUME 2"C. – (3)#8 + #8 GND. FOR POWER, 2"C.– 14/3 AND #12 GND. FOR CONTROL. REFER TO DETAIL 1/E 5.1 FOR TRENCHING.
7. PROVIDE AND INSTALL 10"x17" UNDERGROUND PULLBOX FOR FUTURE SIGN. COIL WIRES INSIDE PULLBOX. SECURE AND CAP CONDUCTOR END.
8. LOCATE EXISTING AND REPLACE POWER AND SIGNAL CONDUIT THAT ARE AFFECTED BY NEW FINISHED GRADE. INTERCEPT AND EXTEND CONDUIT AND WIRES. FOR BIDDING PURPOSES, ASSUME (2) 2"C. – (3)#4 + #8 GND FOR <E>SPORTS FIELD LIGHTING, 2"C. – (2)#8 + #8 GND , FOR <E>SCOREBOARD AND , 2"C. – (2)#8 + #8 GND. FOR <E> SECURITY LIGHTS. REFER TO DETAIL 1/E 5.1 FOR TRENCHING.
9. LOCATE EXISTING AND REPLACE POWER AND SIGNAL CONDUIT THAT ARE AFFECTED BY NEW NETTING POST. INTERCEPT AND EXTEND CONDUIT AND WIRES. FOR BIDDING PURPOSES, ASSUME (2) SETS [2"C. – (3)#4 + #8 GND.] FOR <E>SPORTS FIELD LIGHTING AND , 2"C. – (2)#8 + #8 GND. FOR <E> SECURITY LIGHTS. REFER TO DETAIL 1/E 5.1 FOR TRENCHING.
10. ROUTE (2)#10 +#12 GND.
11. PROVIDE AND INSTALL POWER/SIGNAL CONCRETE PEDESTAL. REFER TO ELECTRICAL DETAIL.
12. ROUTE (12)#10 +#12 GND.
13. PROVIDE AND INSTALL (5)–20A/1P CIRCUIT BREAKER FOR ADDED EQUIPMENT.
14. ROUTE (8)#10 +#10 GND.
15. PROVIDE AND INSTALL 10"x17" UNDERGROUND PULLBOX.

ADD ALTERNATE #1:

16. ROUTE (2)#10 +#10 GND TO MSB.

ADD ALTERNATE #3:

17. PROVIDE AND INSTALL PATHWAY LIGHT, POLE AND FOUNDATION. SEE DETAILS ON E–5.2. ROUTE (2)#10 + #10 GND THROUGH EMPTY 1" AND 2" CONDUIT TO MSB.

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SHEET TITLE

ELECTRICAL
PARTIAL SITE PLAN

PROJECT NAME

DAVID CUTINO PARK -
PHASE I

PROJECT ADDRESS

1332 LA SALLE AVE.
SEASIDE, CA
93955

SUBMITTAL	DATE
60% SUBMITTAL	03/09/18
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NO.	REVISIONS	DATE

DRAWN BY	CHECKED BY
MO	JM
DATE ISSUED: 06/01/18	SCALE: AS NOTED

PROJ. NO. 1706000 (SOBE #170630.2)

SHEET NO. E-1.1 OF SHEETS

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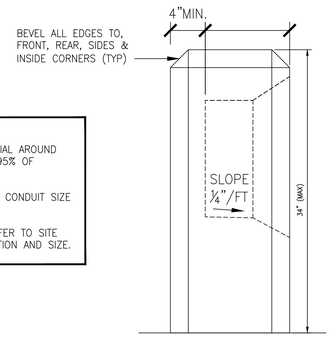
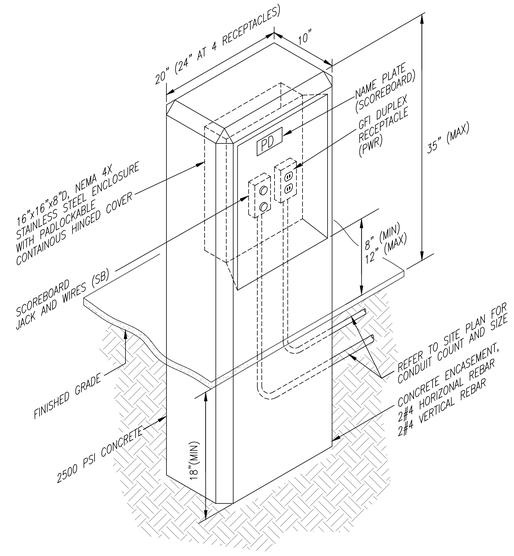


NOTES:

1. COMPACT BACKFILL MATERIAL AROUND CONCRETE PEDESTAL TO 95% OF MAXIMUM DRAY INTENSITY
2. REFER TO SITE PLAN FOR CONDUIT SIZE AND QUANTITY.
3. CONDUIT SIZE VARIES. REFER TO SITE PLAN FOR SPECIFIC LOCATION AND SIZE.

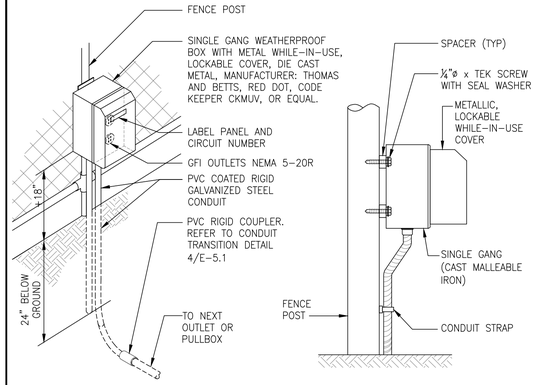
SIDE VIEW



CONCRETE ENCLOSURE

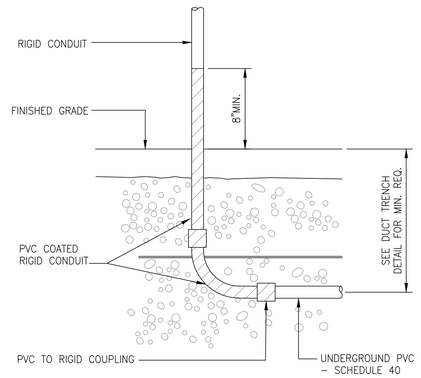
9 CONCRETE PEDESTAL

SCALE: N.T.S.



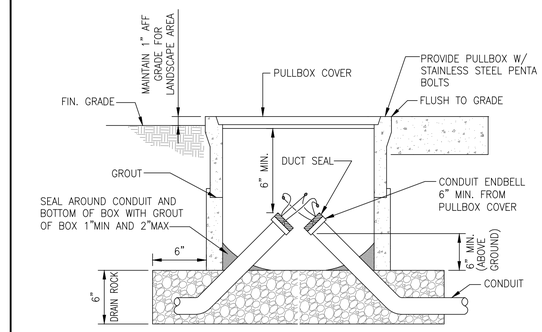
7 RECEPTACLE MOUNTING

SCALE: N.T.S.



4 CONDUIT TRANSITION

SCALE: N.T.S.



NOTES:

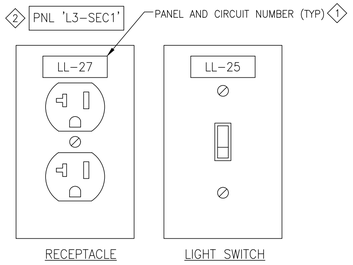
1. PROVIDE 12" SLACK OF WIRES FINISHED GRADE.
2. PROVIDE SPLICE WITH WATERPROOF AND OIL RESISTANT COATING.
3. PROVIDE DUCT SEAL TO INCOMING AND OUT GOING CONDUITS.
4. REFER TO TRENCHING DETAIL FOR DEPTH OF CONDUIT.

2 TYPICAL UNDERGROUND PULLBOX INSTALLATION

SCALE: N.T.S

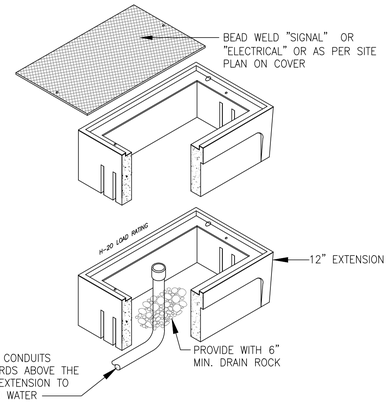
REFERENCE DETAIL NOTES:

1. LABEL ALL DEVICES AND J–BOXES USING MACHINE–PRINTED 1/2" WIDTH CLEAR TAPE WITH BLACK LETTERS.
2. LABEL ALL ELECTRICAL EQUIPMENT, AS SHOWN ON FLOOR PLAN, WITH PERMANENT BLACK BAKELITE LABELS WITH WHITE LETTERS.

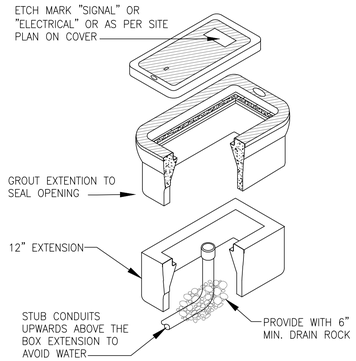


6 TYPICAL DEVICE LABELING

SCALE: N.T.S.



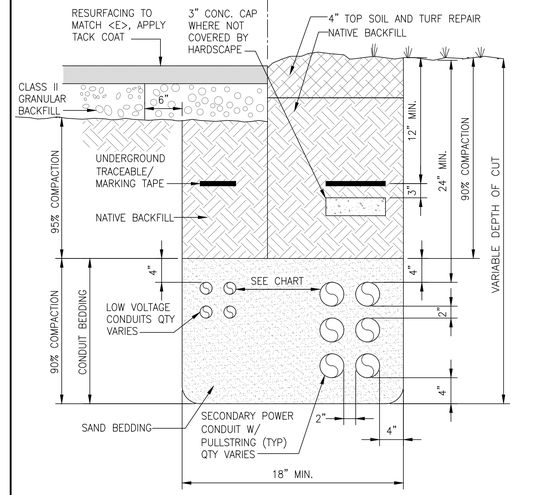
FOR HARDSCAPED AREAS



FOR LANDSCAPED AREAS

3 PULLBOX DETAIL

SCALE: N.T.S.



MINIMUM CLEARANCE REQUIREMENTS (INCHES)

	PC	SC	G	TEL	TV	LV	W
PRIMARY CONDUIT (OVER 600V) (PC)	–	8	36	36	36	36	36
SECONDARY POWER CONDUIT (SC)	8	–	12	12	12	12	36
GAS (G)	36	12	–	12	12	12	36
TELEPHONE (TEL)	36	12	12	–	2	2	36
CATV (TV)	36	12	12	2	–	2	36
OTHER LOW VOLTAGE (LV)	36	12	12	2	2	–	36
WET UTILITIES (W)	36	36	36	36	36	36	–

TABLE ONLY APPLIES TO CONDUITS AFTER THE UTILITY POINT OF CONNECTION.

NOTES:

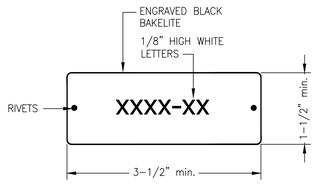
1. UTILITY OWNED AND END–USER CONDUITS AND TRENCH SHALL NOT BE COMBINED.
2. PROVIDE 12" SEPARATION WHEN CROSSING "WET" UTILITIES.

1 TRENCHING DETAIL - POWER & LOW VOLTAGE

SCALE: N.T.S.

NOTE:

1. LABEL TO INDICATE LIGHTING CONTROL PANEL NUMBER AND CIRCUIT BREAKER NUMBER.



8 TYPICAL LIGHT POLE TAG

SCALE: N.T.S.

5 NOT USED

SCALE: N.T.S.

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REGISTERED PROFESSIONAL ENGINEER JEFFRY GOETZ No. E18084 ELECTRICAL STATE OF CALIFORNIA

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salasobrien.com
Bozeman | Los Angeles | Monterey
Oakland | Orange County | Sacramento
San Diego | San Luis Obispo | Seattle

SHEET TITLE

ELECTRICAL DETAILS

PROJECT NAME

DAVID CUTINO PARK - PHASE I

PROJECT ADDRESS

1332 LA SALLE AVE.
SEASIDE, CA
93955

SUBMITTAL	DATE
60% SUBMITTAL	03/09/18
95% SUBMITTAL	05/01/18
100% / BID SUBMITTAL	06/01/18

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY	CHECKED BY
MO	JM
DATE ISSUED	SCALE
06/01/18	AS NOTED

PROJ. NO.
1706000 (SOBE #170630.2)

SHEET NO.
E-5.1
OF SHEETS

DRAWING NAME: K:\drawings\Verde Design\170630.2 Cutino Park Improvements\170630.2E-5.1.dwg
PLOT DATE: 06-21-18 PLOTTED BY: minh.ong

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NOTES:

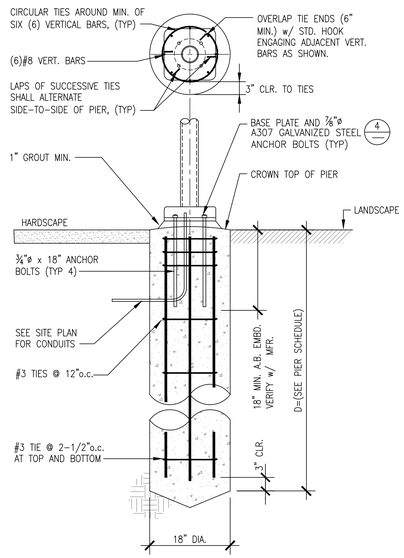
1. NEW MATERIALS SHALL BE AS FOLLOWS:
   - CONCRETE: NORMAL WEIGHT CONCRETE, 28-DAY COMPR. STRENGTH CONCRETE OF 3,000 PSI MIN. MAX SLUMP OF 4".
   - CONCRETE REINFORCING: DEFORMED BAR, ASTM A615, GRADE 40 FOR #4 & SMALLER, GRADE 60 FOR #5 & LARGER
2. SPECIAL INSPECTIONS:
   PROVIDE CONTINUOUS INSPECTION FOR THE FOLLOWING: CONCRETE: EXCAVATION, FINAL PLACEMENT OF REBAR, TAKING OF TEST SPECIMENS.
3. TESTING:
   * CONCRETE: CAST (4) CYLINDERS, TEST AT 7, 14 & 28 DAYS (HOLD EXTRA FOR 60 DAYS). TEST SLUMP.

PIER DEPTH SCHEDULE

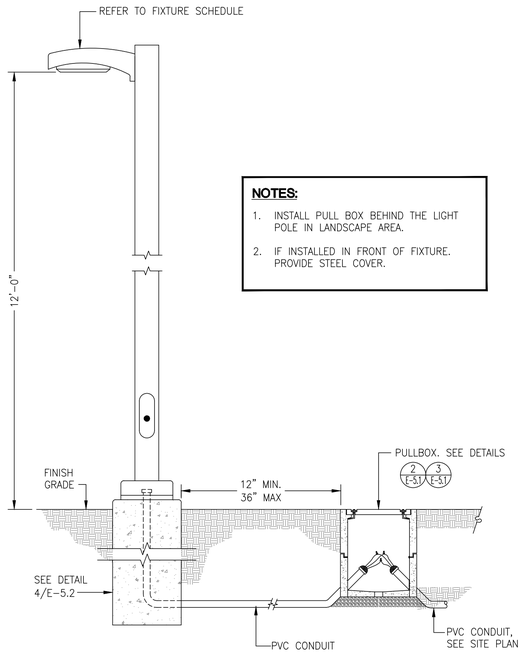
FIXTURE HEIGHT	DEPTH (FT) LANDSCAPE	CONC. WALK
20 FT	5'-3"	4'-3"
15 FT	4'-6"	3'-8"
12 FT	4'-3"	3'-6"

NOTE:

SPIRALS OF SAME BAR SIZE AS TIES AND AT PITCH EQUAL TO SPECIFIED TIE SPACING ARE ACCEPTABLE IN LIEU OF INDIVIDUAL TIES. PROVIDE MIN. LAP OF 1.5 FULL TURNS AT TOP AND BOTTOM OF SPIRAL.
** REDUCE SPIRAL PITCH WHERE ADDITIONAL TIES AND/OR REDUCED TIE SPACING IS SPECIFIED ALONG LENGTH OF PIER, AS OCCURS.



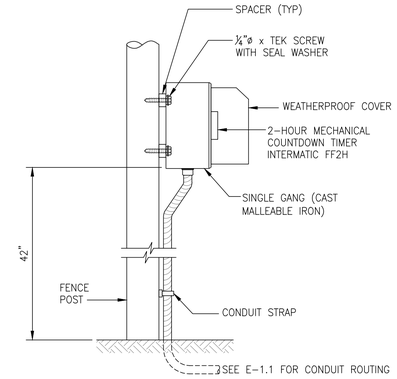
6 FOUNDATION DETAIL
SCALE: N.T.S.



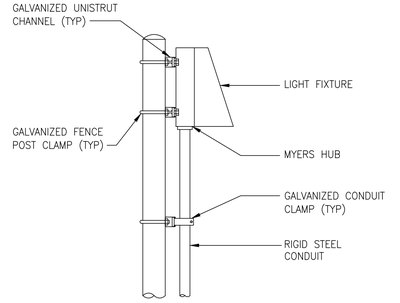
NOTES:

1. INSTALL PULL BOX BEHIND THE LIGHT POLE IN LANDSCAPE AREA.
2. IF INSTALLED IN FRONT OF FIXTURE. PROVIDE STEEL COVER.

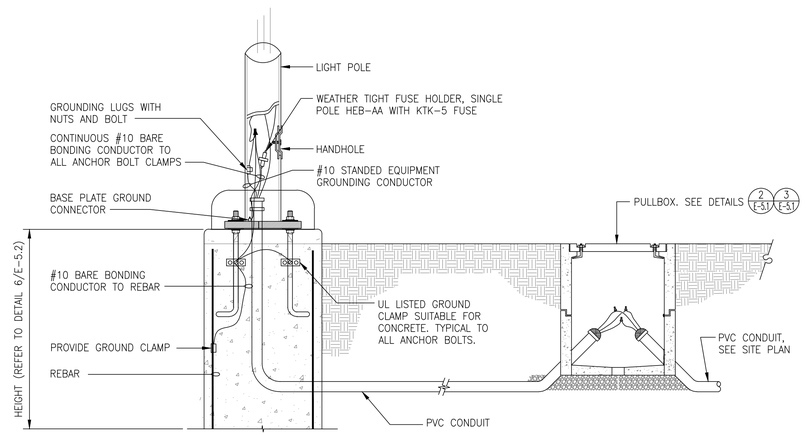
5 LIGHT POLE ELEVATION
SCALE: N.T.S.



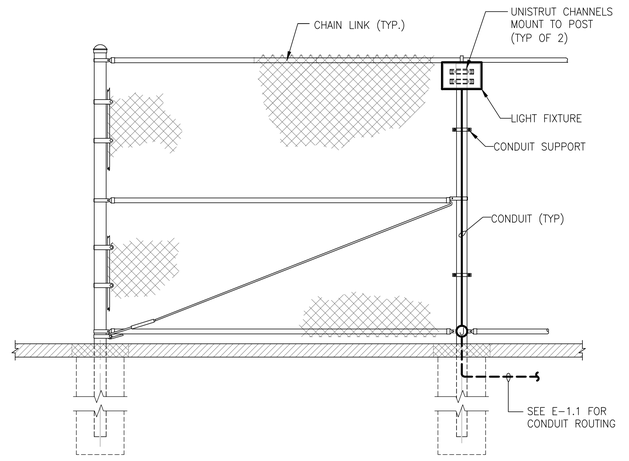
3 SWITCH MOUNTING ON FENCE POST
SCALE: N.T.S



2 LIGHT FIXTURE ON FENCE POST
SCALE: N.T.S



4 TYPICAL LIGHT POLE BONDING, GROUNDING & WIRING DETAIL
SCALE: N.T.S.



1 LIGHT FIXTURE AND CONDUIT ON FENCE POST
SCALE: N.T.S.

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MO	JM
DATE ISSUED: 06/01/18	SCALE: AS NOTED
PROJ. NO.: 1706000 (SOBE #170630.2)	
SHEET NO.: E-5.2 OF SHEETS	

DRAWING NAME: K:\drawings\Verde Design\170630.2 Cutino Park Improvements\170630.2E-5.2.dwg
PLOT DATE: 06-21-18 PLOTTED BY: minh.ong