



CITY OF SEASIDE
CITY COUNCIL

AGENDA

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, November 15, 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. **EXPRESS APPRECIATION TO FOUR INDIVIDUALS FOR LIFE SAVING EFFORTS DURING SEASIDE RAIDERS FOOTBALL GAME**

8. **CONSENT CALENDAR**

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

A. **APPROVE MINUTES OF NOVEMBER 1, 2018**

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

B. **APPROVE AND FILE CITY CHECKS**

PURPOSE & RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of October 23, 2018 through November 5, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 25, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,121,237.70.

C. **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE MIDDLE SCHOOL FOR COSTS ASSOCIATED WITH THEIR MUSEUM EXHIBIT PROJECT AND FIELD TRIP TO THE ROSICRUCIAN MUSEUM**

PURPOSE & RECOMMENDATION:

The purpose of this agenda item is a request from the Seaside Middle School for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their field trip to the Rosicrucian Museum.

It is recommended that the City Council approve the request.

D. **APPROVAL OF AN AGREEMENT WITH CGI COMMUNICATIONS FOR THE 2018 COMMUNITY VIDEO PROGRAM TO PRODUCE A TOTAL OF FOUR VIDEO CHAPTERS OF SUBJECT MATTER TO BE INCLUDED AS A LINK TO THE CITY'S WEBSITE.**

PURPOSE & RECOMMENDATION: The purpose of this item is to consider the 2018 Community Video Program agreement with CGI Communications, Inc. (CGI) to provide video chapters for inclusion on the City of Seaside website. Staff recommends that the City Council approve the agreement as the positive promotion is at no cost to the City.

E. CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO FINALIZE THE ON BILL FINANCING LOAN DOCUMENTS THROUGH THE AMBAG ENERGY WATCH DIRECT INSTALL PROGRAM FOR THE FACILITIES LIGHTING UPGRADE PROJECT.

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to consider a resolution authorizing the City Manager to finalize the On Bill Financing loan documents for 0% interest through the Association of Monterey Bay Area Government's (AMBAG) Energy Watch Direct Install Program for the Facilities Lighting Upgrade Project.

F. APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF TWO ADA COMPLIANT POOL LIFTS FOR THE PATTULLO SWIM CENTER

PURPOSE & RECOMMENDATION:

The purpose of this item is to have the City Council approve the purchase of two Americans with Disabilities Act (ADA) compliant pool lifts for the Pattullo Swim Center at a cost not to exceed \$9,000.00.

It is recommended that the City Council approve the purchase of two pool lifts in order to comply with Americans with Disabilities Act (ADA) swimming pool accessibility requirements.

G. APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF AN F-150 FORD UTILITY PICKUP NOT TO EXCEED \$23,416.06

PURPOSE & RECOMMENDATION: That the City Council approve the purchase of one building inspection vehicle with aftermarket equipment at a cost not to exceed \$23,416.06

H. ADOPT RESOLUTION APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider adopting a resolution authorizing staff to submit the Annual Program Compliance Report to the Transportation Agency for Monterey County (TAMC) which describes the compliance to the policies of Measure X for the reporting period of Fiscal Year 2017/2018. It is recommended that the City Council adopt a resolution approving the submittal of the Annual Program Compliance Report in order for the City to continue receiving the revenue generated from Measure X funds.

I. APPROVAL FOR COMMUNITY BASED ORGANIZATION'S MEMORANDUM OF UNDERSTANDING'S (MOU) - FISCAL YEAR 2018 – 2020 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) GRANT

PURPOSE & RECOMMENDATION:

The purpose of this item is to have the City Council approve Memorandums of Understanding (MOU's) for Community Based Organizations (CBO's) to receive California Violence Intervention and Prevention grant funding for the Fiscal Year 2018-2020.

It is recommended that the City Council accept the MOU's for the fiscal year 2018 - 2020 California Violence Intervention and Prevention Grant.

J. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING TO JOIN THE INTEGRATED REGIONAL WATER MANAGEMENT GROUP FOR THE MONTEREY PENINSULA, CARMEL BAY AND SOUTH MONTEREY BAY REGION

PURPOSE & RECOMMENDATION: It is recommended the City Council adopt a resolution authorizing the city manager to execute a MOU to join the Integrated Regional Water Management Group for the Monterey Peninsula, Carmel Bay and South Monterey Bay Region.

9. PUBLIC HEARING

A. CONSIDER AN APPEAL OF A DENIED TREE PERMIT APPLICATION FOR 1153 BUENA STREET

PURPOSE & RECOMMENDATION:

The purpose of this item is for the City Council to consider the resident's appeal of the denial for a permit to remove a Liquidambar Tree at the subject property. The City Council may either;

- Approve the request to remove one (1) liquidambar tree, or
- Deny the request to remove the tree and uphold the staff recommendation to retain the tree.

The appeal is allowed per the City of Seaside Municipal Code under Chapter 8.54 Trees, Section 8.54.130 Appeals

10. BUSINESS ITEMS

A. COASTAL ADMINISTRATIVE PERMIT NO. CAP-18-01: THE MONTEREY PENINSULA AUDUBON SOCIETY, APPLICANT, IS REQUESTING AUTHORIZATION FROM THE CITY COUNCIL TO PROCESS A COASTAL ADMINISTRATIVE PERMIT ON CITY OWNED PROPERTY FOR THE PLACEMENT OF A TERN RAFT AT THE SOUTHERN END OF ROBERTS LAKE TO SERVE AS A FLOATING ECOLOGICAL BIRD HABITAT ISLAND. THE PROJECT SITE IS LOCATED IN THE COASTAL PARKS AND OPEN SPACE (CPOS) ZONING DISTRICT OF THE CITY OF SEASIDE LOCAL COASTAL IMPLEMENTATION PLAN. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 15301(A) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PURPOSE & RECOMMENDATION: In accordance with Section 2.5.B - Nature Preserve, of the Seaside Coastal Implementation Program (CIP), the installation of a nature based ecological habitat station is subject to the issuance of a Coastal Administrative Permit (CAP). The City Council must provide authorization for the use of a permit on City owned property. Staff recommends that the City Council adopt the Resolution provided as Attachment 1 to the Staff Report to accept the findings, evidence and Conditions of Approval for the proposed Coastal Administrative Permit

B. APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR THE DESIGN OF ELLIS PARK FOR AN AMOUNT NOT TO EXCEED \$53,780.

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to authorize the execution of a professional services agreement with Whitson Engineers for an amount not to exceed \$53,780 for the design of Ellis Park, and to authorize Finance Department to make the necessary adjustments to generate the Capital Improvement Program (CIP) Project within the Parks-Playground Improvements Fund.

C. CITY ACTIONS TO IMPLEMENT THE SEASIDE RESORT PROJECT

PURPOSE & RECOMMENDATION: The purpose of this item is to consider authorizing the execution and delivery of the Second Amended and Restated Disposition and Development Agreement (“Second Amended and Restated DDA”) with Monterey Bay Resort, LLC, a Nevada limited liability company (“Developer”) with respect to the approximately 70-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside (“Site”), a Second Amendment to the Second Amended and Restated DDA (“Second Amendment”), and a Revised Master Taxing Entity Agreement with the affected taxing entities (“Taxing Entities”). Collectively, these actions are intended to further implement the Seaside Resort Project (“Project”).

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:
December 6, 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://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

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

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

CERTIFICATE OF RECOGNITION



Presented to
Coach Bunn Washington
Citizen Lifesaving Award

On behalf of the City of Seaside

For your immediate and heroic actions on October 21, 2018. You provided extraordinary assistance in performing CPR to try to save a person's life. Your effort is greatly appreciated. Our gratitude is extended to you.

Ralph Rubio, Mayor

November 15, 2018
Date

CERTIFICATE OF RECOGNITION



Presented to
Coach Mario Gasca
Citizen Lifesaving Award

On behalf of the City of Seaside

For your immediate and heroic actions on October 21, 2018. You provided extraordinary assistance in performing CPR to try to save a person's life. Your effort is greatly appreciated. Our gratitude is extended to you.

Ralph Rubio, Mayor

November 15, 2018
Date

CERTIFICATE OF RECOGNITION



Presented to
Eric McKay
Citizen Lifesaving Award

On behalf of the City of Seaside

For your immediate and heroic actions on October 21, 2018. You provided extraordinary assistance in performing CPR to try to save a person's life. Your effort is greatly appreciated. Our gratitude is extended to you.

Ralph Rubio, Mayor

November 15, 2018
Date

CERTIFICATE OF RECOGNITION



Presented to

Jasmine Dolan

Citizen Lifesaving Award

On behalf of the City of Seaside

For your immediate and heroic actions on October 21, 2018. You provided extraordinary assistance in performing CPR to try to save a person's life. Your effort is greatly appreciated. Our gratitude is extended to you.

Ralph Rubio, Mayor

November 15, 2018
Date

CERTIFICATE OF RECOGNITION



Presented to
Jennifer McKay
Citizen Lifesaving Award

On behalf of the City of Seaside

For your immediate and heroic actions on October 21, 2018. You provided extraordinary assistance in performing CPR to try to save a person's life. Your effort is greatly appreciated. Our gratitude is extended to you.

Ralph Rubio, Mayor

November 15, 2018
Date



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, November 1, 2018
7:00 PM

1. **CALL TO ORDER**

The meeting was called to order at 7:00 PM.

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

PRESENT: Alexander, Campbell, Pacheco, Rubio

ABSENT: Jones

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor gave the invocation.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- CSUMB Professor Dan Fernandez introduced the Sustainable Cities students for the quarter.
Her group is working on a 20 40 plan for Fremont Blvd. This infrastructure would be sustainable build, another topic is addressed is alternative transportation and wants feedback from the community regarding their comments and vision.
- Maggie Ulrich spoke to her requests for the area adjacent to Gigling and General Jim Moore be clean up. She received a message that the area is complete, but it is not. The brush and tall weeds adjacent have been pushed down, not cut, the trash, the ice plants over growing. Please clean up as promised.
- Alex and Asa from Fruit Connection, CSUMB are trying to create an urban harvest fruit share encouraging a harvest share, encourage sustainable fruit trees for residents and requested the community fill out a survey.
- Lisa Lewis thanked the City for the Halloween party and reported that three of the four Seaside Raiders football teams have made it into the playoffs and encouraged the community cheer them on.
- Peter Keiser encouraged godly actions by the votes in the election. He thanked Mr. Rubio and Mr. Alexander for their service and wished them well. He reported the Planned Parenthood clinic is having the 40 days for life celebration.
- Jimmy Welch spoke to a business owner's request regarding alternative parking on Del Monte and the impact to the businesses. He spoke to Mayor Rubio's actions through his political career and as a citizen and at events public, private and personal. He commended him for a job well done.
- Lisa spoke to the terrible trend in our country that when there are challenges, one claims sexual harassment. Compliments are not sexual harassment. She questioned how Council Member Jones can concentrate on being the Mayor when she can't even control her own life.
- Marie Ann Pagan spoke in agreement with the previous speaker, citing her not showing up to the meeting. She thanked the city of engaging in the investigation and cited that people

are not after her as a person, but only wish to demonstrate she is not qualified for the job of Mayor. If it's said that the spending not in compliance that she is mandated to pay it back immediately.

- Dawn Johnson she spoke in disappointment that Council Member Jones was not present at the meeting. She spoke to transparency and accountability as characteristics needed for leaders and questioned how she got away with the expenditures for trips to conferences. She cited timing of the Freedom of Information Act request with the immediate accusation of sexual harassment, then does not show up for the interviews. She expressed severe disappointment
- Alvin Edwards spoke to the importance of voting for Seaside residents and spoke to his candidacy for the Water Board, Division 1 and in support of Measure J.
- Joy Lucido expressed disappointment that Council Member Jones was not present and those serving as a Council Member should be reliable and should show up, even when challenged. She is thankful for the city to expeditiously process the sexual harassment claim. She suggested if she is willing to make accusations, but not willing to comply she should be responsible for some of the costs.
- George Riley spoke to the details of ballot Measure J and that many Seaside residents that can vote on a measure that does not impact them.
- Kenneth Murray congratulated Mayor Rubio and Mayor Pro Tem Alexander for their services for the City of Seaside and the integrity that they have kept through their tenure, even during challenging times. He is pleased with what the City response has been and thankful for Chief Pridgen and the PD for their community listening session at Greater Victory Temple. Seaside needs to see us standing together even during commotion because that is how seaside stays strong.
- Catherine Crockett spoke to the amount of political measures and is concerned about the role outside money has been playing in our local elections. The CA association of realtors is 501 C6 and lobby on behalf of their own interests. They can receive unlimited anonymous contributions and are not required to disclose moneys to the public.
- Sal Jorquita spoke to the City action to become a sanctuary city and questioned if there was an attempt to invite citizens to provide input.

Mayor Rubio closed public comment and responded to questions made. There was an active discussion about the Sanctuary City adoption process, that it was debated by the Council and the public and was passed over two different meetings.

6. PUBLIC AGENCY COMMUNICATIONS

- Environmental Committee Member Jon Wizard spoke to the Affordable Housing Sustainable Communities Program and to the availability of over \$400 Million in funding to develop housing; transit and active transportation and encouraged finding ways to leverage these grant funds. He also reported that the Homeless Committee will meet on November 8th to talk about the HEAP program, as it relates to the shelter crisis.
- Police Chief Pridgen invited the community to the new community outreach event "Party with a Cop" on November 10th and encouraged the community to attend to provide an opportunity to get to know officers in a non-enforcement setting.

7. PRESENTATIONS

A. PROCLAMATION RECOGNIZING NOVEMBER 11, 2018 AS "BELLS OF PEACE"

Mayor Rubio and the City Council proclaimed November 11, 2018 as Bells of Peace day.

B. ISSUE A PROCLAMATION RECOGNIZING THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG) 50TH ANNIVERSARY

Mayor Rubio presented Mayor Pro Tem Alexander with a proclamation and reminded the public that AMBAG was created to stop oil drilling in the Monterey Bay. They both spoke to the valuable nature of the organization to the tri-county area.

C. PRESENTATION OF THE OCTOBER 2018 HOUSE OF THE MONTH AWARD

The Council recognized the House of the Month recipient for October 2018.

D. PRESENTATION ON THE CITY EFFORTS FOR DIGITAL PUBLIC MEETING ACCESS

Public Affairs Officer/City Clerk Milton-Rerig presented on the City's efforts for digital media and open data including the document transparency portal, the financial transparency platform and the City's new YouTube channel and video offerings that translate videos into up to 100 different languages for inclusion in our diverse community.

8. CONSENT CALENDAR

Mayor Rubio invited comments from the public and the Council on the Consent Agenda. Items A and D were pulled for discussion.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the Consent Agenda was approved as presented with the exceptions of items A and D.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

A. APPROVE MINUTES OF OCTOBER 18, 2018

Lisa Anne Sawhney spoke in support of the public media digital access and expressed concern that the meeting minutes were not detailed enough and requested that her comments on October 18th be changed to reflect she expressed comments about both Council Member Jones and City Manager Malin.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dennis Alexander and passed by the following vote the City Council approved the minutes as amended.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM COMMUNITY PARTNERSHIP FOR YOUTH'S AFTERSCHOOL PROGRAM

Action: Approved

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM SEASIDE HIGH SCHOOL GIRL'S BASKETBALL TEAM

Seaside High School student Daven spoke to the environmental efforts put forth by the team and spoke to the contribution allowing the team to purchase uniforms, warm up gear and back packs and

thanked the City for past contributions.

Mayor Rubio requested that someone at Seaside High post the sports schedules on the websites the community can support the sports teams and youth.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the contribution as presented.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

E. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR ANNUAL TALENT SHOW EVENT

Action: Approved

F. APPROVE A FEE WAIVER REQUEST FROM THE MONTEREY BRANCH NAACP FOR THE USE OF MEETING ROOMS FOR THEIR MONTHLY MEETINGS AT THE OLDEMEYER CENTER IN NOVEMBER, DECEMBER 2018 AND JANUARY, FEBRUARY, MARCH 2019 AND BOARD RETREAT AT SEASIDE COMMUNITY CENTER

Action: Approved

G. APPROVE A REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2019 HOT CARS COOL NITES CAR SHOWS

Action: Approved

H. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF HARCOURT AVENUE TO THROUGH TRAFFIC AT CANYON DEL REY, ALLSTON AND HILLSDALE FOR THE CITY OF SEASIDE'S TREE LIGHTING CEREMONY ON DECEMBER 7, 2018

Action: Approved Resolution 18-116

I. APPROVE CITY COUNCIL EXPENDITURE FOR MAYOR RUBIO

Action: Approved

9. PUBLIC HEARING

A. TEFRA PUBLIC HEARING FOR THE ISSUANCE OF TAX EXEMPT PRIVATE ACTIVITY BONDS FOR THE MULTIFAMILY AFFORDABLE HOUSING RENTAL PROJECT KNOWN AS SEAVIEW VILLAGE APARTMENTS

Finance Director Drabner and consultant James Hammil discuss the issuance of bonds for an amount not to exceed \$60 million for the accusation and rehabilitation of affordable housing at the Seaview Village Apartments. She explained that in order to be tax exempt, the owners must let the public speak for the public issuance of these bonds. There is no fiscal impact or liability to the City and the City is not a party to the issuance of the bonds, and is not listed on the bonds in any form. Adopting of the Resolution will satisfy the requirement of the Tax Equity and Fiscal Responsibility Act.

Council Member Pacheco expressed community concerns and confirmed no financial impact or liability for this action. The Council discussed the affordability of the housing and that this action will continue the affordability provisions for 55 years. Mayor Rubio encouraged the Del Monte Villa to consider a similar action as a way to rehabilitate and maintain affordability of their facilities.

Mayor Rubio opened the public hearing.

- Lisa Anne Sawhney disagreed and stated there is financial impact to the city because it is impacting our tax revenue and our ability to have affordable housing overall. She expressed concern that the public does not get to see what rehabilitations are proposed and questioned how people could apply for the units. She cited parking is an issue and requested consideration to provide greater parking at the facility and believes more information is needed.
- Regina Mason questioned what will happen to the residents during the rehabilitation and requested clarification about the acquisition.

Mayor Rubio explained that for previous projects rehabilitation is done on a rotating basis and the property owners make arrangement for alternate housing. Which was confirmed by the consultant who further clarified that residents are also given a stipend to cover costs during the displacement. In responding to Ms. Sawhney's comments, Mr. Hammill indicated that all affordability projects do not pay property tax, and this action will not have any impact the general fund. He indicated that this action maintains affordable housing units in the city and if not approved these units will be added back into the market rate stock.

Having no more requests to speak, Mayor Rubio closed the public hearing.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council adopted Resolution 18-117 approving the issuance of Bonds by the California Statewide Communities Development Authority in an amount not to exceed \$60,000,000 to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 133-unit multifamily rental affordable housing project generally known as Seaview Village Apartments.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

10. **BUSINESS ITEMS**

A. **APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH DUDE SOLUTIONS, INC. FOR THE PURCHASE OF SMARTGOV: COMMUNITY DEVELOPMENT SOFTWARE, IN THE AMOUNT OF \$108,432.00.**

Fire Chief Dempsey spoke to the City Council's strategic plan and the results of the technology needs assessment that prioritized the need to digitize processes for our planning and permitting system. He spoke to the operational benefits as well as customer improvements of digital management of the planning, permitting, licensing, inspections and code enforcement systems, including but not limited to online document submitting, anonymous code enforcement complaints, mobile access, map integrations and online business licensing. On questions about timing, Chief Dempsey indicated that roll out is anticipated in Spring 2019 and staff agreed to do a public outreach process to make sure the program is known to the public. He assured the Council that the program is compatible with existing technology infrastructure. Mayor Rubio requested assurances that the security of the data and the redundancy are sound to which the Chief assured that there would be back-ups and the data would be secure.

Mayor Rubio invited comments from the public.

- Joy Lucido questioned if code enforcement was still complaint driven and could this program include reporting of abandon vehicles.

- Dan Fernandez questioned security of the information.
- Mitt Sawhney spoke to his professional experience in designing infrastructure for cloud services and expressed concern that some of the costs are not included in the contract such as storage limitations and bandwidth throttling. He also requested consideration of language that dictates how the data is extracted upon cancellation. He assured the Council that data corruption is not a concern as there are redundancies built across the world.
- Ian Oglesby thanked Mr. Sawhney for his comments. He spoke to the potential efficiency of the program, and questioned that since City fees were derived by the cost of processing, will the Council consider reducing the fees charged when the costs of processing are reduced.

David Little Chief Building Official spoke positively for the direction that we are moving with this system and the operational benefits it will have. He confirmed that code enforcement is still compliant driven. The Council agreed that some comments that Mr. Sawhney made be explored as options prior to executing the agreement. They also agreed that fees will be adjusted if processes are improved.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved Resolution 18-118 authorizing the City Manager to sign an agreement with Dude Solutions, Inc. for the purchase of SmartGov: Community Development Software, in the amount of \$108,432.00, pending exploration of comments made during the discussion and no significant change to the fiscal impact.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

B. CONSIDER A RESOLUTION APPROPRIATING \$7,000 FROM THE PARKS MAINTENANCE GENERAL FUND ACCOUNT TO THE PARKS IMPROVEMENT CIP FUND AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO DESIGN CAPRA PARK IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$34,900.

City Engineer Riedl spoke to the 2017 Parks and Recreation solicitation for improvements which resulted in a proposal by FOSPA to improve Capra Park. He detailed the existing infrastructure at the park and the process to develop a scope of services and design for improvements. The proposed improvements include ADA access, repair of the retaining wall, picnic benches, BBQs shade pergolas and tot lot playground. He did talk to recent rehabilitation of the basketball court. Mr. Riedl explained the remaining steps in the development and approval process for improving the park.

Council Member Pacheco questioned when the construction would occur to which Mr. Riedl explained the design process is five months after which probable costs for the actual improvements would be presented to the Council. If approved, the construction could be completed by the end of 2019, but he reiterated that it is not budgeted at this time.

Mayor Rubio invited comments from the public.

- Alex Miller spoke representing the Neighborhood Improvement Program expressing support for this item.
- Cora San Bruno spoke to growing up at that park and requested that because her Father, a Seaside Firefighter who was killed in the line of duty, built that wall that efforts be made to preserve the wall as his legacy.
- Lisa Anne Sawhney suggested having a plaque commemorating the history and legacy and connection of the park. She also requested assurances that that the design process be discussed in public meetings. She spoke to her desire for overall aesthetics and basics that occur at every park.

- Ian Oglesby suggested finding a way to preserve the original wall. He thanked the Parks and Recreation commission for their input and as the Council continues to update the parks and questioned the city's process for updating the parks and requested community input processes for the neighborhoods surrounding the parks.

Economic Development Director Stearns spoke on behalf of FOSPA, which was formed by neighborhoods associations and works directly with neighborhoods and residents regarding their parks. They also have a successful history of working to secure grants to fund the improvements. Mayor Rubio encouraged staff to make efforts to preserve the history of the family. Staff confirmed the proposal is to fix the wall, not remove or replace.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved Resolution 18-119 approving an appropriation in the amount of \$7,000 from the Parks Maintenance General Fund account to the Parks Improvements CIP fund and authorize the City Manager to execute a professional service agreement with Whitson Engineers to design the proposed improvements to Capra Park for an amount not to exceed Thirty-Four Thousand Nine Hundred Dollars (\$34,900).

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

C. APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES TO DESIGN THE MEASURE X AND SB1 ROADWAY IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$1,058,180.

City Engineer Riedl spoke to the much awaited approval for street rehabilitation to be paid for by Measure X and SB1 funding. This project is for the design and construction management service for those rehabilitations. He spoke to the solicitation and bid process and how the proposals were rated. He then spoke to the scope of work and the schedule which will complete the phase one design in Spring 2019 and construction by October 2019. Phase two design and construction to be completed by July 2020. Mr. Riedl answered questions from the Council. On question, he indicated there are no liquidated damages in the professional services agreement. Mayor Rubio spoke to the standard rate of 10% of project costs for project management services,

Mayor Rubio invited comments from the public.

- Regina Mason spoke to attending the Measure X Oversight Committee meeting and questioned why Seaside had no representation. She asked what the priority is for fixing roads and potholes in the City and expressed frustration that the residents have not had the ability to weigh in on the process of prioritization.

Mr. Riedl explained the purpose of the Oversight Committee is not to prioritize funding but to make sure there is no abuse of spending. The prioritization of streets, was done through the five City Council meetings where the Council looked at every street of the city including taking a bus tour through the streets. The plan was drafted based on public comments. He also spoke to the pavement management consultant study that assessed the structural integrity of the streets and gave each a life cycle rating. He explained that studies have shown that it is more cost effective to maintain roads in fair condition than rehabilitate a failing road.

Council Member Campbell spoke to the availability of \$10 million for funding improvements, but that we need \$54 million to fix all roads.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco

and passed by the following vote the City Council adopted Resolution 18-120 awarding a professional service agreement to Harris & Associates to design the Measure X and SB1 Roadway Improvements for an amount not to exceed \$1,058,180.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

D. ADOPT A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE A LETTER OF ENGAGEMENT WITH THE FIRM OF CLIFTONLARSONALLEN, LLP, TO CONDUCT AN INVESTIGATIVE FORENSIC ACCOUNTING OF CITY COUNCIL EXPENDITURES

City Attorney Freeman spoke to the last meeting agenda where it was explained the scope of work was to be amended to take out the confidentiality requirements and add a scope of findings and recommendations with evidence and support of findings. The purpose of this is that the City can revise any policies to prevent recurrences of issues in the future. He spoke to the current status of the investigation is in progress and staff still anticipates having the report completed done during the month of November and it will be agendize for the Council to receive.

Mayor Rubio invited comments from the public.

- Lisa Anne Sawhney requested a friendly modification as the resolution which has a different date than the agreement, so please make it consistent. She thanked the Council for going forward, that it's unfortunate but important the community understand how tax dollars are spent.
- Carlos Ramos he thanked Mr. Freeman for an update. He thanked the Council for taking it to a higher level and getting objective information to be able to protect the public interest.
- Ian Oglesby spoke in support of the audit citing one of the most important duties you have is the protection of public funds and was proud of the Council. He questioned the total anticipated costs for this service and requested it be a complete investigation and not rushed for time.
- Ann Marie Pagan said that part of the audit was to be used as a tool so that in the future Councils can see where we were lacking in guidelines or processes and hopefully will listen to these recommendations. If wrongdoing is found, please process for criminal actions.

Mayor Rubio said that the process is set by the City, the ca government code and the IRS tax code. It was requested that the investigation cover all expenditures through October 31st to which Mr. Freeman agreed to.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved Resolution 18-121 to execute a letter of engagement with the firm of CliftonLarsonAllen, llp, to conduct an investigative forensic accounting of City Council expenditures.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco

NOES: None

E. RECEIVE REPORT ON SEXUAL HARASSMENT INVESTIGATION

City Attorney Freeman spoke to the claim of sexual harassment made by Member of the City Council during a public meeting and as a result because of the nature of the allegation, it was prudent to do an immediate investigation. He stated that Council Members are not city employees, and once the investigation was complete, it was a public record. There was no exemption to retain it as a private record and that was his legal determination. He spoke to his choice of investigation

firms and explained the final report was included in the agenda packet. Mr. Freeman also made clarification that a revision was made in the summary to correct the transcripts to reflect Council Member Campbell's comment that was accidentally reported as Council Member Pacheco.

Mayor Rubio invited comments from the public.

- Ann Marie Pagan spoke to the comment made by Council Member Jones that she did not want an investigation, but instead sensitivity training. When you accuse someone of these charges you know what you are talking about. To make accusations puts a cloud over people's reputations. She questioned how much this investigation costs. She expressed distain that she would accuse but then not speak on it therefore she should have to repay the city for the cost of the investigation and believes this was a smoke screen for the other accusations.
- Carlos Ramos spoke to the "wind of truth" and there is more business to take care of. He was concerned about the accusation without basis.
- Ian Oglesby spoke to being a sexual harassment counselor for over thirty years and he takes it very seriously. No victim has the obligation to come forward and talk during an interview. But when it comes to the authority, there is no choice when an allegation is made to not do an investigation. He questioned why the comment was desired to be kept confidential. He requested each of the accused to stand up and defend their innocence.
- Kenneth Murray was disappointed Council Member Jones was not in attendance, that she can't respond to calls or emails but that she can be active on social media negatively. He commends the Council for not reacting.
- Joy Lucido requested the City to send Council Member Jones to sexual harassment training.

Mayor Rubio said sexual harassment is serious and he stated publicly that he never sexually harassed anyone it's not that he's not guilty but that he is innocent. He expressed disappointment that each of their reputations were sullied but that there is no evidence, but they stand innocent. Mayor Pro Tem Alexander spoke in support of the action and the decision for transparency to preserve the public trust. Council Member Pacheco spoke to the community support but also the anxiety that it created. He spoke to scheduled sexual harassment training in January and that he does not want more money spent on sensitivity training in addition to what is already scheduled.

F. COASTAL ADMINISTRATIVE PERMIT NO. CAP-18-01: THE MONTEREY PENINSULA AUDUBON SOCIETY, APPLICANT, IS REQUESTING AUTHORIZATION FROM THE CITY COUNCIL TO PROCESS A COASTAL ADMINISTRATIVE PERMIT ON CITY IWNED PROPERTY FOR THE PLACEMENT OF A TERN RAFT AT THE SOUTHERN END OF ROBERTS LAKE TO SERVE AS A FLOATING ECOLOGICAL BIRD HABITAT ISLAND. THE PROJECT SITE IS LOCATED IN THE COASTAL PARKS AND OPEN SPACE (CPOS) ZONING DISTRICT OF THE CITY OF SEASIDE LOCAL COASTAL IMPLEMENTATION PLAN. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 15301(A) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Economic Development Director Stearns spoke to the application from the Audubon society to establish a habitat for the heermans gulls that were displaced by the Fire at the McDonalds location and will complement the environmental education facet of Robert's lake park. The applicant requested the permit because it is in a coastal zone, in a city park and on open space. She explained it is a categorically exempt class for and an ecological habitat. The proposal was for floating rafts for nesting and breeding and that staff has worked with the model boat racing schedules to accommodate for the next racing season. Joanna Chin from the Audubon Society spoke to the floating islands that existed previously established in the 1980s and still has remnants in the lake. The raft will measure 18 x 20 feed and there will be educational signage. Ms. Stearns indicated the use is consistent with the General Plan Update, and the coastal development plan, it's a visitors serving amenity, it's not impeding the traffic or general health safety or security of our community.

Council Member Campbell spoke in support of the item and questioned if the design includes zip ties and discouraged anything that might add micro-plastics to the environment.. The Council discussed the details and differences from the previous islands, the interaction with the model boaters, the reasons for failure of the previous islands, and the success of the previous rafts. Ms. Chin specifically said that the last existing of the three islands is too vegetated to occupy and if cleared, the island will sink.

Mayor Rubio invited comments from the public.

- Robert Tuttle, member of the model boat racing group spoke to his experience with racing on the lake during different times of year and does not recall birds being an issue. If it's floating and is too close to the course it could cause an issue. He spoke to the effort that is made in the industry to avoid bird damaging. Would like to make sure the birds are safe and there is less concern about conflicts with boaters.
- Chuck Shipper model boater spoke to problems in San Francisco of limiting the power boats to certain periods of time but that electric boats can be used at any time. There is a distinction between power boaters and electric boaters.
- Dave Evans spoke to being a volunteer with training and said that 95% of the heermans gulls to do not nest here but down in southern California and requested clarification.
- Jeff Laynee asked if there an alternative lake that could be used or presented for the rafts.

Mayor Rubio requested to know what alternatives were addressed. Ms. Chin spoke to the need for a floating raft. She spoke to the location that has a steel ring and PVC pilings that currently exist. The island is going to be made of a non-woven plastic matrix so if it collides it is not expected to cause damage. She agreed and does not see any reason why electric should be excluded as it is only the motorized boats during the nesting season that cause issues and typically it is only during the first nesting season and after established is not a conflict. She confirmed that this is the only known nesting ground for the heermans gulls outside of the gulf of California anywhere else in the United States and this colony has had nesting failures four of the last six years and are listed as endangered. Ms. Chin did speak to the manufacture and placement timing leaves only a small window before the nesting season. Council Member Pacheco hoped there was a working relationship between the City, the Audubon society and the boaters. Council Member Campbell does not like taking part in preventing reasonable behavior but is very conscious of wildlife. With careful placement of the island he believes we can make it work. The mayor suggested a safety zone during the nesting season.

The City Council discussed options about approvals balancing the timing of the nesting and placement of the rafts to try to compromise with the Audubon Society and the boater enthusiasts and requested staff to bring back a joint agreement at the next meeting.

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

Council Member Pacheco asked to agendize recognition for those people that tried to save Tony Alexander's life at the next City Council meeting. He also requested the first meeting of the City Council agendize to bring back the Wildan report regarding the continuation of FORA. Council Member Campbell spoke to the positive improvements at the Waste Management District. Mayor Pro Tem Alexander questioned the schedule for the Seastars for the upcoming year. He thanked staff for being professional and efficient and for our Seaside pride.

12. ADJOURNMENT

On motion, the meeting was adjourned at 11:11 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: Kimberle Drabner, Finance Director

DATE: November 15, 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 October 23, 2018 through November 5, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of October 25, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,121,237.70.

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:

- \$538,197.99 for Payroll and benefits.
- \$24,330.00 to Abacherli Fence Company for fence materials and labor performed at the City of Seaside water tank site on Skyview Drive.
- \$11,186.29 to Access Monterey Peninsula for April - June, 2018 PEG (Public, Educational and Governmental) fees for AT&T and Comcast.
- \$11,896.62 to Burton's Fire, Inc. for parts / labor for repair work to a City fire truck.
- \$25,004.82 to California-American Water for water consumption at multiple City of

Seaside service addresses for the billing period of 9/25/18 - 10/23/18.

- \$11,181.29 to Community Partnership for Youth CDBG (Community Development Block Grant) request for 1st Quarter FY 2018/19. Program funded: High School leadership, life skills and job preparation.
- \$20,233.75 to Monterey County Convention & Visitor's Bureau for FY 2018/19 Quarter 2 jurisdiction improvement investment.
- \$45,167.71 to U.S. Bank - Calcard for purchases transacted by City employees during the billing period of 8/23/18 - 9/24/18.
- \$25,200.68 to CDW Government, Inc. for (5) mobile data terminals for City of Seaside Fire Department vehicles.
- \$11,060.00 to Harris & Associates, Inc. for professional services rendered during August, 2018 for Campus Town Center development review.
- \$28,203.12 to Don Chapin Company, Inc. for ADA improvements at Cutino Park.
- \$14,708.36 to Don Potter Law Corporation for City Council investigation services performed from 9/25/18 - 10/30/18 (final invoice).

The remaining checks, totaling \$354,867.07 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional impacts at this time.

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: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Superintendent

DATE: November 15, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE MIDDLE SCHOOL FOR COSTS ASSOCIATED
WITH THEIR MUSEUM EXHIBIT PROJECT AND FIELD TRIP TO
THE ROSICRUCIAN MUSEUM**

PURPOSE & RECOMMENDATION

The purpose of this agenda item is a request from the Seaside Middle School for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with their field trip to the Rosicrucian Museum.

It is recommended that the City Council approve the request.

BACKGROUND

Seaside Middle School is requesting a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to cover the costs associated with their museum exhibit project and field trip to the Rosicrucian Museum in San Jose California. Seaside Middle School is a Project Based School. Their sixth grade world history students are expected to design a museum exhibit that demonstrates their knowledge of the seven characteristics of civilization in Ancient Egypt: a stable food supply, social structure, government, religion, arts, technology/science and writing as a culminating product. Two hundred sixty-eight students will be served by this experiential learning opportunity.

The funds will be used to help subsidize transportation, entrance fees and tour guide costs. Additionally, funds may also be used to purchase supplies for students use in creating museum exhibits depicting characteristics of ancient Egyptian civilization. Lastly, some of the funds will be used to purchase Breakout EDU kits to further enhance the project based learning experience for students by allowing teachers to create a Breakout "entry event" to help garnish student engagement and buy in for their Project Based Learning opportunity.

Seaside Middle School students will partner with the Monterey Regional Waste Management Districts for an in depth analysis of vermiculture and vermicomposting technologies used in sustainable agriculture in Ancient Egypt and to learn the benefits of home composting and green gardening.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Seaside Middle School was previously granted a donation from the Mayor's Youth Fund at the April 20, 2017 City Council meeting for their Eagle Basketball Club, ASB.

FISCAL IMPACT

This request would be funded by a donation from the Waste Management's donation to the Mayor's Youth Fund.

ATTACHMENTS

1. MYF Seaside Middle School 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

March 2018

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

☐ Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal. ☐ Description of other methods being used to raise funds and/or other contributors. ☐ An explanation of how the group, activity, or event will benefit Seaside youth. ☐ Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment. ☐ How this request will provide a municipal benefit (ie., benefit the community). ☐ Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

☐ Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity. ☐ Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment. ☐ Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student. ☐ Contributions are only paid to organizations, such as non-profit groups and schools. ☐ Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)

¶ Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities. ¶ How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals* 25% of total cost of activity (not to exceed \$1,000.00) Groups up to 20 up to \$1,500.00 Groups 21+ up to \$3,000.00

In addition, funding will be limited to one contribution per year (every 12 months).

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: **Seaside Middle School**

Address: **999 Coe Avenue, Seaside, California 93955**

Email: **mnunez@mpusd.k12.ca.us**

Phone Number: Home _____ Work (831) 899-7080 Cell _____

Name of Individual: **Dr. Manuel Nunez**

% Residents or Students of Seaside: **99%**

of Participants; **320**

Ages: **10 years or older**

CRITERIA – Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:

Scholastic **Yes**

Athletic _____

Music _____

Environmental **Yes**

Art _____

Is funding a reward for one of these activities? **No**

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

Seaside Middle School is a Project Based School. Our sixth grade world history students are expected to design a museum exhibit that demonstrates their knowledge of the seven characteristics of civilization in Ancient Egypt: a stable food supply, social structure, government, religion, arts, technology/science and writing as a culminating product. Two hundred sixty-eight students will be served by this experiential learning opportunity and the requested grant from the Mayor's Youth Fund.

Specifically, funds will help subsidize transportation, entrance fees, and tour guide costs for a field trip to the Rosicrucian Museum in San Jose, CA.

Additionally, funding may also be used to purchase supplies for student use in creating museum exhibits depicting characteristics of ancient Egyptian civilization.

Lastly, some funding will be used to purchase Breakout EDU kits to further enhance the project based learning experience for students by allowing teachers to create a Breakout "entry event" to help garnish student engagement and buy in for their Project Based Learning opportunity.

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

Seaside Middle School students will partner with the Monterey Regional Waste Management Districts for an in depth analysis of vermiculture and vermicomposting technologies used in sustainable agriculture in Ancient Egypt and to learn the benefits and basics of home composting and green gardening.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request? **ESEA, Title 1 funds**

***Total Amount Requested: (See Contribution limits) \$3000**

Funding Requirements

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.

- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

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

MYF Policy Revised March 2018

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: _____

Name of Organization: _____

Contact: _____

Address: _____

Email/Phone: _____

Amount of Donation Received: _____

What Items were purchased with Mayor's Youth Fund Donation:

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

Signature: _____

Date: _____

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.**



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: November 15, 2018

**SUBJECT: APPROVAL OF AN AGREEMENT WITH CGI COMMUNICATIONS
FOR THE 2018 COMMUNITY VIDEO PROGRAM TO PRODUCE A
TOTAL OF FOUR VIDEO CHAPTERS OF SUBJECT MATTER TO
BE INCLUDED AS A LINK TO THE CITY'S WEBSITE.**

PURPOSE & RECOMMENDATION

The purpose of this item is to consider the 2018 Community Video Program agreement with CGI Communications, Inc. (CGI) to provide video chapters for inclusion on the City of Seaside website. Staff recommends that the City Council approve the agreement as the positive promotion is at no cost to the City.

BACKGROUND

The City of Seaside has been involved with the CGI Community Video Program since 2011, with our latest update in 2015. The updated videos will continue to be hosted and streamed from CGI's dedicated server.

The Community Video program is provided at cost to the City and is endorsed by the National Council of Cities and the United States Conference of Mayors. A link to CGI partnerships is available here: <https://cgicompany.com/community-partnerships/>

Updated video content will be produced by CGI and approved by the City; possible subject matter includes video content for chapters including Welcome, Education, Healthy Living and the Revitalization of Broadway .

FISCAL IMPACT

There is no fiscal impact to the General Fund as a result of this marketing effort. The agreement gives CGI permission to offer sponsorship opportunities around the perimeter of the viewer panels and to afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates.

ATTACHMENTS

1. Seaside CA Agreement 2018
 2. CGI Template Seaside CA Letter 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



2018 Community Video Program

Name: Sharon Mikesell

Title: Administrative Analyst

Address: 440 Harcourt Avenue

City, State, Zip: Seaside, CA 93955

Phone: 831-899-6734

Email: SMikesell@ci.seaside.ca.us

Website: www.ci.seaside.ca.us

This agreement is between CGI Communications, Inc. ("CGI") and the City of Seaside (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.ci.seaside.ca.us homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of four video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate.
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.ci.seaside.ca.us website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.ci.seaside.ca.us homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.ci.seaside.ca.us homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Seaside, CA

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: September 21, 2018

DATE

Dear Valued Business Owner:

Seaside is excited to announce our continued partnership with CGI Communications, Inc. CGI will be creating a new series of professionally-produced videos to highlight everything our city has to offer residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Residents of Seaside stream high-quality video on every device, so it is more important than ever to embrace technology as mobile devices continue to shift the landscape of business. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages, with the demand for video climbing even higher for users on mobile devices. Today, mobile usage has surpassed desktop usage and that number continues to climb. CGI Communications will ensure your video program is future-proof for years to come!

With an easily viewable interface on the official county website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. The Video Tour on our website will backlink to CGI's www.elocallink.tv, which hosts the Seaside Tour.

We are dedicated to highlighting the advantages of living and working in our county. We encourage you to consider participating in this program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own website and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicommunications.com.

Best Regards,

Signatory
Title



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: November 15, 2018

SUBJECT: CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO FINALIZE THE ON BILL FINANCING LOAN DOCUMENTS THROUGH THE AMBAG ENERGY WATCH DIRECT INSTALL PROGRAM FOR THE FACILITIES LIGHTING UPGRADE PROJECT.

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to consider a resolution authorizing the City Manager to finalize the On Bill Financing loan documents for 0% interest through the Association of Monterey Bay Area Government's (AMBAG) Energy Watch Direct Install Program for the Facilities Lighting Upgrade Project.

BACKGROUND

The AMBAG Energy Watch Program has been serving the AMBAG member agencies, non-profits, school districts, special districts, and residents since 2006 with energy efficiency improvement projects. The AMBAG Energy Watch program receives funding under the auspices of the California Public Utilities Commission to provide this support to the region. The majority of this funding goes into rebate incentives to offset the cost of completing energy efficiency projects for stakeholders in the region.

Under the direction of the California Public Utilities Commission, PG&E developed a financing program to provide incentives for jurisdictions to undertake energy efficiency projects. This financing program provides 0% interest loan financing that is paid back through the monthly PG&E bill at a rate that equals the new monthly energy savings, resulting in no increase in operational costs for the jurisdiction. This 0% financing, with a maximum ten year pay-back period, has been utilized successfully by many of the jurisdictions in the AMBAG region.

The AMBAG Energy Watch program completed an energy audit of the City of Seaside facilities

and identified energy efficiency opportunities at 12 locations. Completed in October 2018, the audit recommends replacing existing light fixtures with energy efficient LED light fixtures at 12 locations. The total cost for this project is projected to be \$294,592. The AMBAG Energy Watch rebate will fund 28%, or \$81,581, toward the City of Seaside's energy efficiency projects. PG&E 0% On-Bill Financing Program will fund the remaining \$213,011 of estimated project costs. When completed this energy efficiency retrofit is projected to save 421,558 kWh annually. Table 1 presents the detailed costs, annual savings and rebates for each site.

City of Seaside - 2018 LED Scope of Work								
10.22.18								
Loan #	Site #	Site	Installation Cost	Rebate	Loan Amount	Annual Savings	Annual kWh Savings	Payback (yrs)
1	1	(COS) City Hall PD	\$ 74,520	\$ 15,248	\$ 59,272	\$ 12,439.12	73,041	4.76
2	2	(COS) Fire Station	\$ 18,231	\$ 4,386	\$ 13,845	\$ 2,084.66	20,550	6.64
3	3	(COS) Oldemeyer	\$ 54,138	\$ 17,310	\$ 36,828	\$ 7,685.73	71,370	4.79
	4	(COS) Community Center	\$ 24,289	\$ 1,521	\$ 22,768	\$ 1,169.39	7,014	19.47
	5	(COS) Teen Center	\$ 5,614	\$ 676	\$ 4,938	\$ 916.02	2,855	5.39
4	6	Laguna Grande Park	\$ 3,330	\$ 848	\$ 2,483	\$ 813.28	4,592	3.05
	7	Metz Park	\$ 669	\$ 100	\$ 569	\$ 65.56	466	8.69
	8	Cutino Park	\$ 3,942	\$ 751	\$ 3,192	\$ 691.46	4,343	4.62
5	9	Auto Center	\$ 23,464	\$ 9,161	\$ 14,303	\$ 9,759.86	57,257	1.47
6	10	Corp Yard Vehicle Maintenance	\$ 20,829	\$ 5,953	\$ 14,876	\$ 4,283.04	27,574	3.47
7	11	Home Depot Parking Lot	\$ 43,642	\$ 20,333	\$ 23,308	\$ 21,662.48	127,084	1.08
8	12	(COS) Pool	\$ 21,924	\$ 5,296	\$ 16,629	\$ 4,687.74	25,411	3.55
Total Scope =			\$ 294,592	\$ 81,581	\$ 213,011	\$ 66,258	\$ 421,558	3.21

The City's membership and participation with AMBAG allows access to services and incentives such as Energy Watch Direct Install Program, which is a state funded initiative with deeply discounted installation costs for energy efficiency measure such as facility lighting upgrades. The City benefits from this program by decreased annual expenditures by amounts shown above.

It is recommended that the City Council adopt a resolution authorizing the City Manager to finalize the On Bill Financing Loan Documents through the Association of Monterey Bay Area Government's (AMBAG) Energy Watch Direct Install Program for the Facilities Lighting Upgrade Project.

ENVIRONMENTAL COMPLIANCE

Article 19, section 15301 of CEQA states that a categorical exemption may be declared for "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination . . . The key consideration is whether the project involves negligible or no expansion of an existing use." Since the energy efficiency upgrades involve replacing or retrofitting inefficient existing equipment with more efficient upgrades, this exception can be claimed for the City's proposed project for facility lighting upgrades.

FISCAL IMPACT

There is a net cost reduction to the City if this project is implemented.

The total project cost is \$ 294,592. Of this cost, \$81,581 will be paid for through rebate incentives from the AMBAG Energy Watch Program. The remaining \$213,011 will be funded by 0% On-Bill Financing provided by PG&E. This loan funded amount will be paid back at a rate that equals the monthly energy savings. After the payback period, the City will have an estimated net savings in energy costs of \$66,258 annually. There are no increases in operational costs, no capital costs and no financing interest costs.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the
City Council by:

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

Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZE THE CITY MANAGER TO FINALIZE THE ON BILL FINANCING LOAN DOCUMENTS THROUGH THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENT'S (AMBAG) ENERGY WATCH DIRECT INSTALL PROGRAM FOR THE FACILITIES LIGHTING UPGRADE PROJECT.

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) Energy Watch Program receives funding under the auspices of the California Public Utilities Commission to fund energy efficiency projects for the region; and

WHEREAS, Pacific Gas & Electric (PG&E) developed an on bill financing with 0% interest that is paid back through the monthly PG&E bill at a rate that equals the new monthly energy savings resulting in no increase in operational costs; and

WHEREAS, AMBAG's Energy Watch staff audited all of the city's facilities and identified energy efficiency opportunities at 12 locations by replacing existing light fixtures with energy efficient LED light fixtures for a cost of \$294,592; and

WHEREAS, AMBAG's Energy Watch rebate will fund 28% or \$81,581; and

WHEREAS, PG&E 0% on Bill Financing will fund the remaining \$213,011 of the estimated project costs; and

WHEREAS, AMBAG's Energy Watch Direct Install Program, a state funded initiative, is able to complete the Facilities Lighting Upgrade Project; and

WHEREAS, the proposed project consists of repairs, maintenance, and minor alterations to the replace the existing light fixtures with energy efficient LED light fixtures; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301 "Existing Facilities", the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside does hereby authorize the City Manager to finalize the 0% On Bill Financing Loan Documents through AMBAG's Energy Watch Direct Install Program for the Facilities Lighting Upgrade Project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of November, 2018 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor
City of Seaside



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Superintendent
Katie Nunez

DATE: November 15, 2018

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO ADA COMPLIANT POOL LIFTS FOR THE PATTULLO SWIM
CENTER**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve the purchase of two Americans with Disabilities Act (ADA) compliant pool lifts for the Pattullo Swim Center at a cost not to exceed \$9,000.00.

It is recommended that the City Council approve the purchase of two pool lifts in order to comply with Americans with Disabilities Act (ADA) swimming pool accessibility requirements.

BACKGROUND

Currently the Pattullo Swim Center owns a pool lift that is no longer compliant with Americans with Disabilities Act (ADA) requirements. The pool lift at the Pattullo Swim Center is a portable pool lift that requires assistance when in use.

According to the 2010 ADA Standards for Accessible Design, pool lifts are required to be in a fixed location where the water level is not greater than 48 inches. It is required that the pool lift be independently operable, and does not preclude assistance from being provided.

Because the facility houses two swimming pools, we will need to provide access into both pools by installing one fixed pool lift at each pool.

Many pool lifts claim to be ADA compliant, but because of changes to the ADA Standards for Accessible Design, they are no long compliant. After extensive research, The Seaside Recreation Department received the following quotes for two pool lifts that are ADA compliant:

Spectrum Aqua Buddy- \$8,672.00 (lowest)
Lincoln Aquatics Splash Aquatics Lift- \$12,682.50
SR Smith Splash- Pool Lift- \$11,661.12

In addition to the cost of the pool lifts, the estimated cost of staff labor during the installation will be \$238.16.

FISCAL IMPACT

\$8,910.00

ATTACHMENTS

1. Resolution Pattullo Swim Center Pool Lift 2018
2. 2010 ADA Standards for Accessible Design
3. Spectrum Aqua Buddy Information
4. Lincoln Aquatics Splash Aquatics Lift Quote
5. SR Smith Splash Pool Lift Quote
6. Spectrum Aqua Buddy Quote

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 THE PURCHASE OF TWO ADA COMPLIANT POOL LIFTS FOR THE
PATTULLO SWIM CENTER**

WHEREAS, the City of Seaside supports compliance with the American's with Disability Act (ADA) and wants to insure accessibility of city facilities for all; and

WHEREAS, installation of the pool lifts will conform to the ADA requirements so they are in a fixed location at the Pattullo Swim Center; and

WHEREAS, the installation of the pool lifts shall be installed by City of Seaside's Building Maintenance Specialist;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the purchase of two ADA pool lifts not to exceed \$9,000.00.

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

shall be provided. The tops of rims, curbs, or other obstructions shall be 31 inches (785 mm) high maximum.

EXCEPTION: Play tables designed and constructed primarily for children 5 years and younger shall not be required to provide knee clearance where the clear floor or ground space required by 1008.4.2 is arranged for a parallel approach.

1008.4.4 Entry Points and Seats. Where play components require transfer to entry points or seats, the entry points or seats shall be 11 inches (280 mm) minimum and 24 inches (610 mm) maximum from the clear floor or ground space.

EXCEPTION: Entry points of slides shall not be required to comply with 1008.4.4.

1008.4.5 Transfer Supports. Where play components require transfer to entry points or seats, at least one means of support for transferring shall be provided.

1009 Swimming Pools, Wading Pools, and Spas

1009.1 General. Where provided, pool lifts, sloped entries, transfer walls, transfer systems, and pool stairs shall comply with 1009.

1009.2 Pool Lifts. Pool lifts shall comply with 1009.2.

Advisory 1009.2 Pool Lifts. There are a variety of seats available on pool lifts ranging from sling seats to those that are preformed or molded. Pool lift seats with backs will enable a larger population of persons with disabilities to use the lift. Pool lift seats that consist of materials that resist corrosion and provide a firm base to transfer will be usable by a wider range of people with disabilities. Additional options such as armrests, head rests, seat belts, and leg support will enhance accessibility and better accommodate people with a wide range of disabilities.

1009.2.1 Pool Lift Location. Pool lifts shall be located where the water level does not exceed 48 inches (1220 mm).

EXCEPTIONS:

1. Where the entire pool depth is greater than 48 inches (1220 mm), compliance with 1009.2.1 shall not be required.
2. Where multiple pool lift locations are provided, no more than one pool lift shall be required to be located in an area where the water level is 48 inches (1220 mm) maximum.

1009.2.2 Seat Location. In the raised position, the centerline of the seat shall be located over the deck and 16 inches (405 mm) minimum from the edge of the pool. The deck surface between the centerline of the seat and the pool edge shall have a slope not steeper than 1:48.

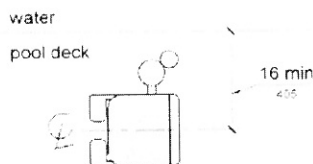


Figure 1009.2.2 Pool Lift Seat Location

1009.2.3 Clear Deck Space. On the side of the seat opposite the water, a clear deck space shall be provided parallel with the seat. The space shall be 36 inches (915 mm) wide minimum and shall extend forward 48 inches (1220 mm) minimum from a line located 12 inches (305 mm) behind the rear edge of the seat. The clear deck space shall have a slope not steeper than 1:48.

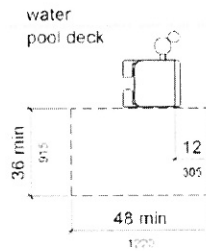


Figure 1009.2.3 Clear Deck Space at Pool Lifts

1009.2.4 Seat Height. The height of the lift seat shall be designed to allow a stop at 16 inches (405 mm) minimum to 19 inches (485 mm) maximum measured from the deck to the top of the seat surface when in the raised (load) position.

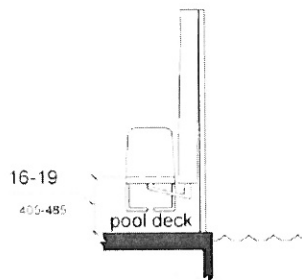


Figure 1009.2.4 Pool Lift Seat Height

1009.2.5 Seat Width. The seat shall be 16 inches (405 mm) wide minimum.

1009.2.6 Footrests and Armrests. Footrests shall be provided and shall move with the seat. If provided, the armrest positioned opposite the water shall be removable or shall fold clear of the seat when the seat is in the raised (load) position.

EXCEPTION: Footrests shall not be required on pool lifts provided in spas.

1009.2.7 Operation. The lift shall be capable of unassisted operation from both the deck and water levels. Controls and operating mechanisms shall be unobstructed when the lift is in use and shall comply with 309.4.

Advisory 1009.2.7 Operation. Pool lifts must be capable of unassisted operation from both the deck and water levels. This will permit a person to call the pool lift when the pool lift is in the opposite position. It is extremely important for a person who is swimming alone to be able to call the pool lift when it is in the up position so he or she will not be stranded in the water for extended periods of time awaiting assistance. The requirement for a pool lift to be independently operable does not preclude assistance from being provided.

1009.2.8 Submerged Depth. The lift shall be designed so that the seat will submerge to a water depth of 18 inches (455 mm) minimum below the stationary water level.

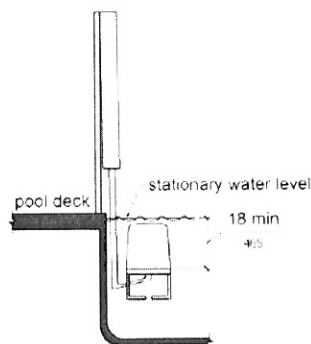


Figure 1009.2.8 Pool Lift Submerged Depth

1009.2.9 Lifting Capacity. Single person pool lifts shall have a weight capacity of 300 pounds (136 kg) minimum and be capable of sustaining a static load of at least one and a half times the rated load.

Advisory 1009.2.9 Lifting Capacity. Single person pool lifts must be capable of supporting a minimum weight of 300 pounds (136 kg) and sustaining a static load of at least one and a half times the rated load. Pool lifts should be provided that meet the needs of the population they serve. Providing a pool lift with a weight capacity greater than 300 pounds (136 kg) may be advisable.

1009.3 Sloped Entries. Sloped entries shall comply with 1009.3.

Advisory 1009.3 Sloped Entries. Personal wheelchairs and mobility devices may not be appropriate for submerging in water. Some may have batteries, motors, and electrical systems that when submerged in water may cause damage to the personal mobility device or wheelchair or may contaminate the pool water. Providing an aquatic wheelchair made of non-corrosive materials and designed for access into the water will protect the water from contamination and avoid damage to personal wheelchairs or other mobility aids.

1009.3.1 Sloped Entries. Sloped entries shall comply with Chapter 4 except as modified in 1109.3.1 through 1109.3.3.

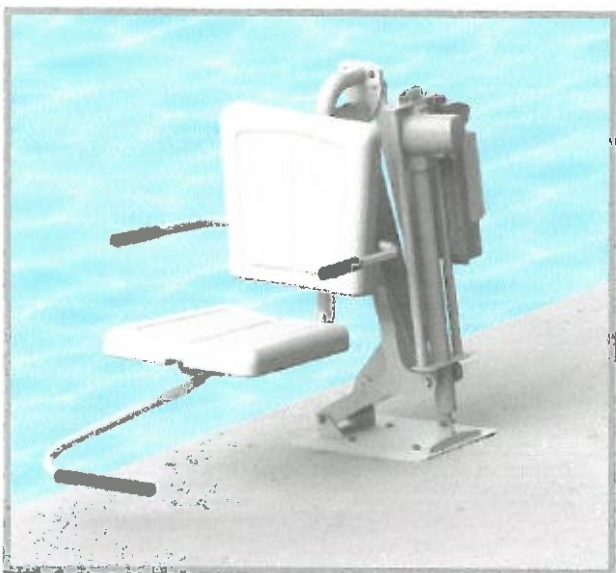
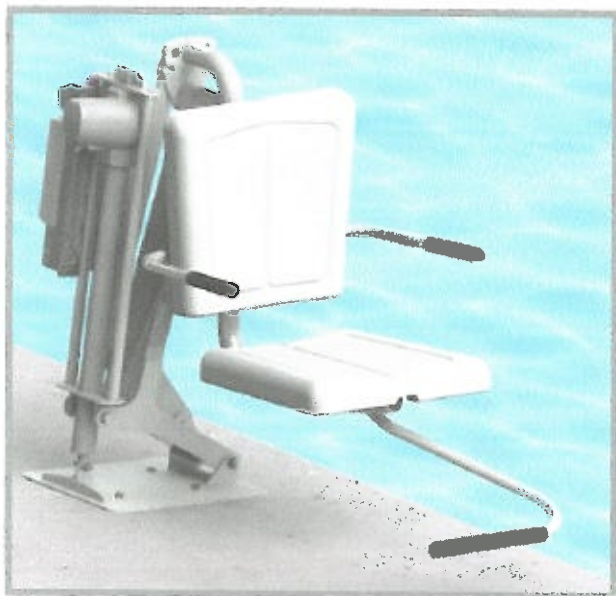
EXCEPTION: Where sloped entries are provided, the surfaces shall not be required to be slip resistant.

1009.3.2 Submerged Depth. Sloped entries shall extend to a depth of 24 inches (610 mm) minimum and 30 inches (760 mm) maximum below the stationary water level. Where landings are required by 405.7, at least one landing shall be located 24 inches (610 mm) minimum and 30 inches (760 mm) maximum below the stationary water level.

EXCEPTION: In wading pools, the sloped entry and landings, if provided, shall extend to the deepest part of the wading pool.

AQUA Buddy®

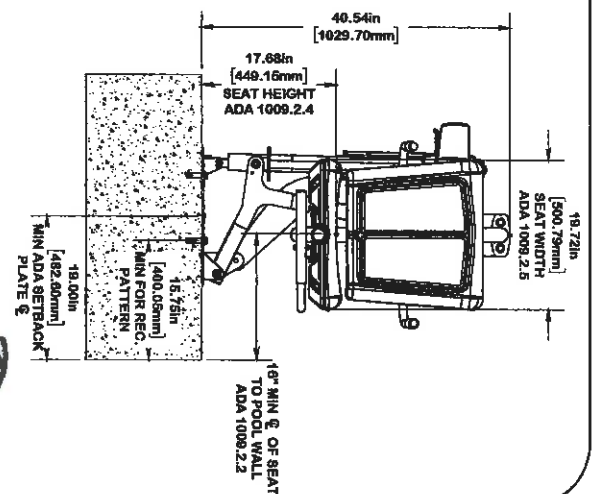
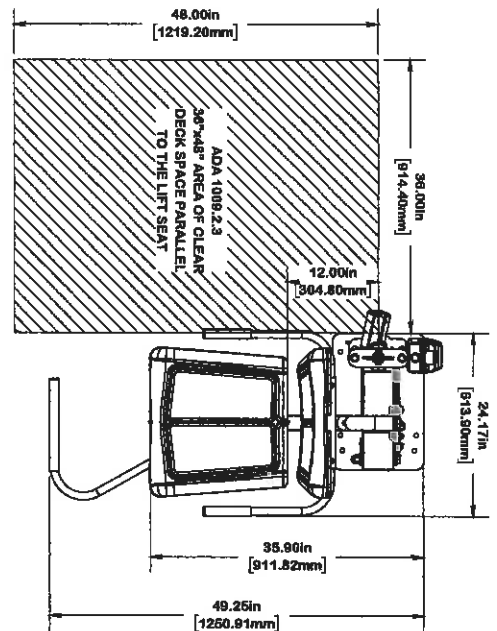
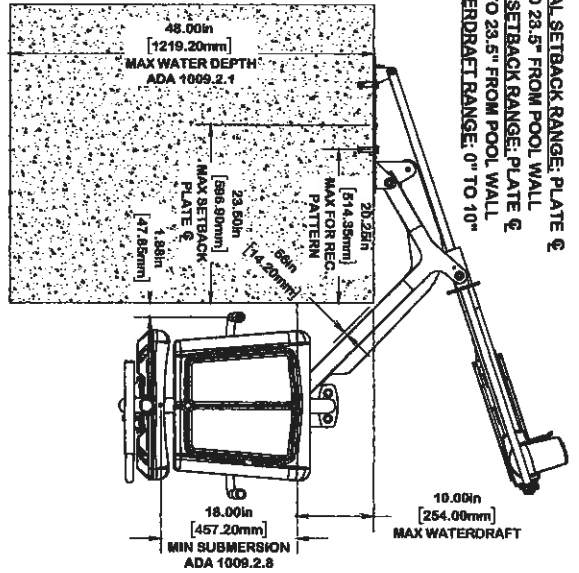
The **AQUA Buddy®** is an **ADA compliant** battery powered lift that is self-operable from the deck and water. The **AQUA Buddy®** is designed for in-ground pools and spas.



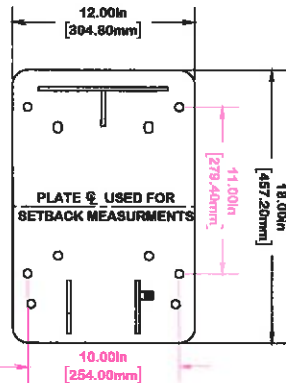
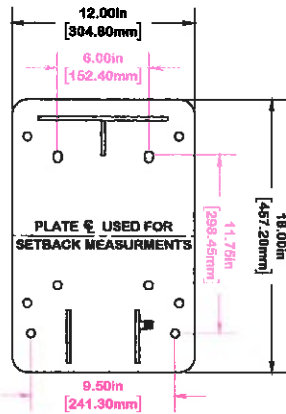
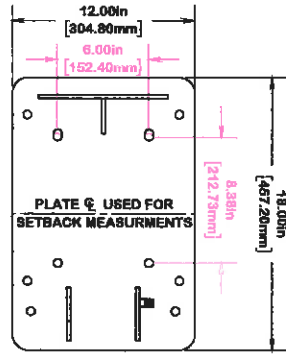
- Fully ADA Compliant
- Made in the U.S.A.
- 5 -Year Structural Warranty
- 2- Year Electronics Warranty
- 18 - Months Battery Warranty
- 304L Stainless Steel Construction
- Powder Coated
- Lift Capacity 350 lbs.
- Allows Independent Operation
- Quiet & Smooth Performance
- Concrete Anchor System Included
- Simple Installation & Easy Removal
- Dual Flip-Up Arm Rest
- 24-Volt Battery Powered
- Includes Battery Charger



**TOTAL SETBACK RANGE: PLATE & 8" TO 23.5" FROM POOL WALL
ADA SETBACK RANGE: PLATE & 18" TO 23.5" FROM POOL WALL
WATERDRAFT RANGE: 0" TO 10"**



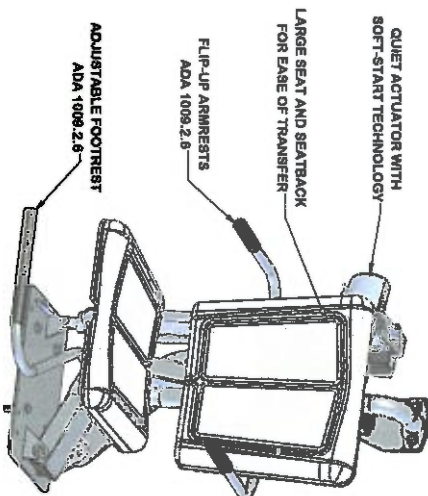
ANCHOR PLATE DIMENSIONS: ALL HOLES FOR USE WITH 1/2" HARDWARE



**NEW FACILITY/EXISTING FACILITY
RECOMMENDED INSTALLATION:
FRONT BOLT DIMENSIONS ABOVE FOR THIS
HOLE PATTERN**

RETROFIT ANCHOR PATTERN 1

RETROFIT ANCHOR PATTERN 2



SPECTRUM Aquatics
A PLAYCORE Company
7100 Spectrum Lane
Missouri, Missouri 63080
800.791.8056
www.spectrumaquatics.com

ENGINEERING DATA			
PRODUCT	AQUA BUDDY 350 -		
MODEL #	1730116	CATALOG #	1730116
MATERIAL	SEE BILL OF MATERIALS		
FINISH #	ALIEN SILVER POWDERCOAT		

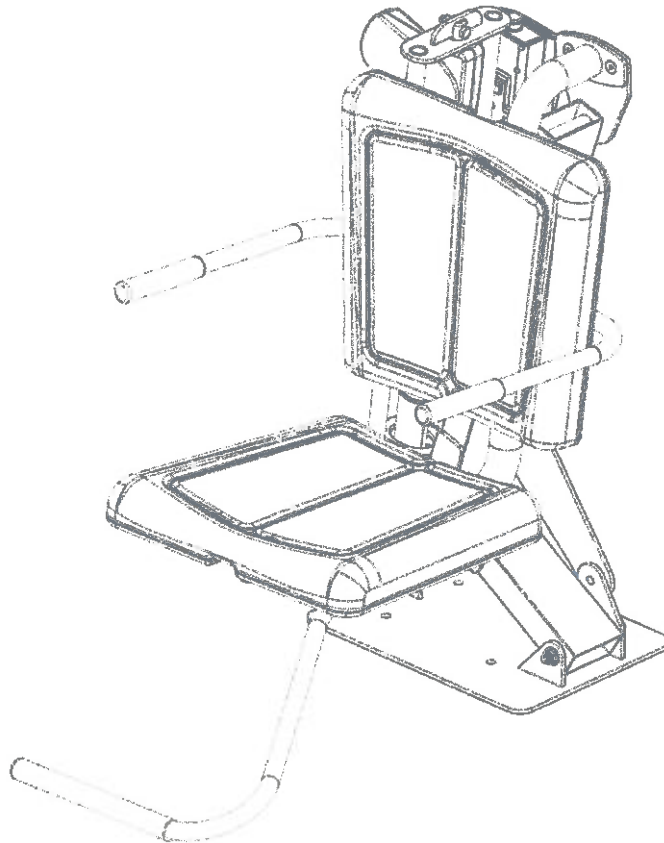
NOTE:
DIMENSIONS VARY WITH SPECIFIC APPLICATIONS. SPECIFICATIONS ARE NOMINAL AND ARE SUBJECT TO CHANGE. PLEASE CONTACT SPECTRUM AQUATICS FOR CUSTOM APPLICATIONS

- ♦ 350 LB LIFTING CAPACITY ♦ USER-OPERATED ♦ BATTERY POWERED ♦ WIRELESS CONTROL HANDSET
- ♦ OPERABLE FROM POOL OR DECK ♦ ADJUSTABLE FOOTREST
- ♦ ACCOMMODATES SETBACK OF 8" TO 23.5" AND WATER DRAFT UP TO 10" ♦ FLIP-UP ARMRESTS

P1 Tuesday, May 1, 2018 4:01:29 PM

Aqua Buddy 350

1730116



SPECTRUM
Aquatics

A **PLAYCORE** Company

7100 Spectrum Lane ~ Missoula MT 59808
800.791.8056 ~ www.spectrumproducts.com

1730116 Rev A

You have purchased a Spectrum Products Aqua Buddy 350 assisted access lift. Providing the unit is installed correctly and properly maintained, it will furnish you with many years of trouble-free use. It is important to read this entire manual prior to beginning assembly or operation.

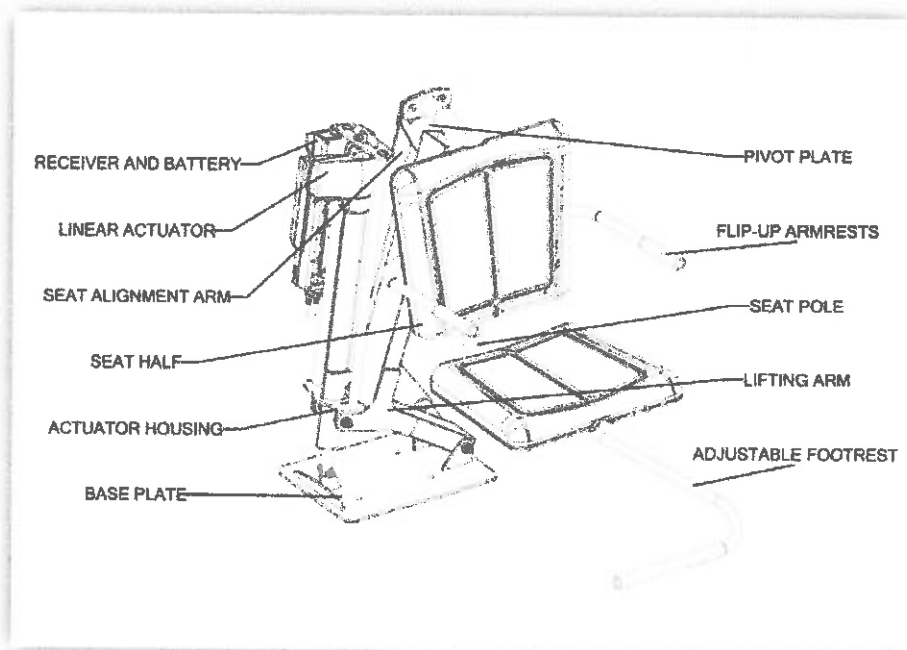
Shipping Information:

Each lift will arrive partially assembled in one box. Before accepting the lift from the carrier, inspect for visible damage and match the contents with those listed below. Spectrum is not responsible for lost or damaged freight.

The box will contain all structural components and hardware. The following is a list of the components included with your shipment from Spectrum. Use Components and Hardware Figure below as a reference to identify each item listed.

1	Aqua Buddy Lift Assembly	2	Seat Halves and Hardware
1	Actuator and Hardware	1	Footrest Assembly and Hardware
1	Handset	1	Battery
1	Charger	2	Flip Down Armrest Assemblies
4	½"-13x2" 303 SS Drop-In Anchors	4	½"-13x1" 304L SS Hex Cap Screws with Washers

Components and Hardware:

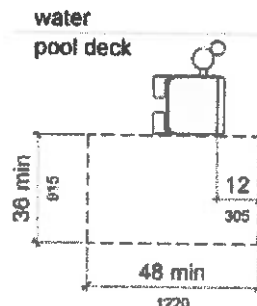


Installation Overview

Read all instructions before attempting to assemble or install the lift.

Clear Deck Space:

The lift must be installed in a location that is clear from obstacles and other hazards in order to be compliant with ADA guidelines. Clear deck space is defined by the figure to the right. This rectangle is 48" long (along the pool wall) and 36" wide.



Seat Centerline/Depth:

When resting on deck, the seat centerline must be at least 16" from the edge of the pool. The seat must submerge at least 18" in order to meet ADA compliance. The Aqua Buddy Lift will support pools with a water draft (vertical measurement of deck to water level) up to 10" for ADA compliance.

Pool/Spa Depth:

To comply with ADA guidelines the lift must be installed where the water depth does not exceed 48". If the entire pool is deeper than 48" this requirement does not apply.

Anchor Location/Installation:

In order to be ADA compliant, the plate centerline must be placed between 19" and 23.5" from the pool/spa wall (or any feature that sticks out past the pool/spa wall, such as a coping). However, the plate centerline can be placed as close as 9" from the pool/spa wall if ADA compliance is not of concern. The lift is installed with four (4) drop-in 1/2"-13 internal threaded stainless steel anchors. Ensure all ADA conditions above are met before beginning installation.

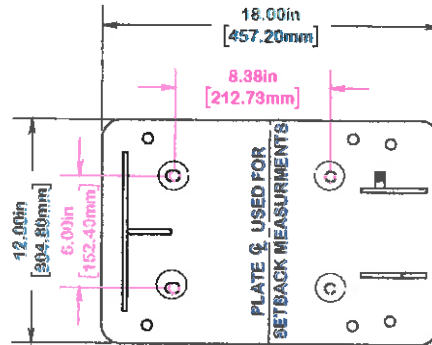
The following tools will be required to complete assembly of the lift:

- Safety Glasses, Dust Mask
- Tape Measure
- Marker, Pen or Pencil
- Hammer or Mallet
- 1/4" and 5/8" Masonry Drill Bits
- Drill / Hammer Drill
- Vacuum
- 3/4" Wrench
- (4) 304L Stainless Steel 1/2"-13x2" Drop-In Anchors (provided)
- (4) 304L Stainless Steel Screws Hex Cap 1/2"-13x1" with Washers (provided)

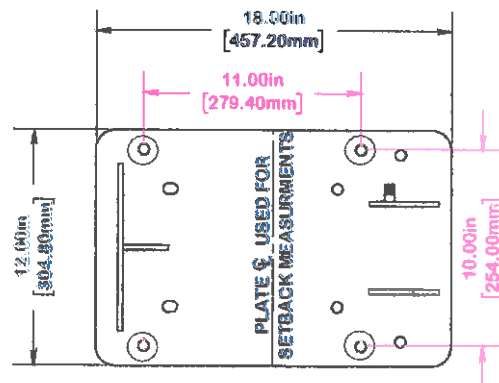
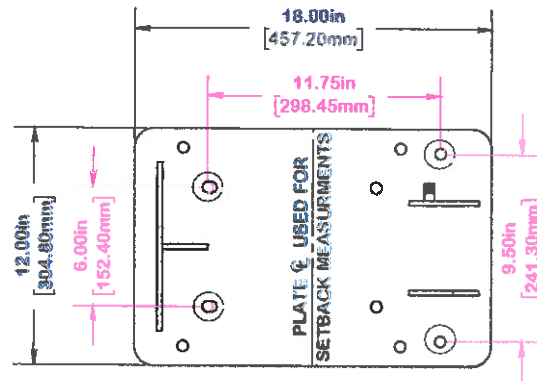
Hole Pattern Selection Instructions

The user should decide which of the following hole patterns to use before beginning the process of installing the Aqua Buddy Lift. Each hole pattern requires 4 anchoring locations:

New Facility/Existing Facility Recommended Installation: Use this hole pattern for placing this lift in a location hasn't previously had a swim lift installed, whether it be a new or existing facility. **When installing, be sure to mark intended anchor locations using the curves of the slotted holes CLOSEST to the pool wall.**

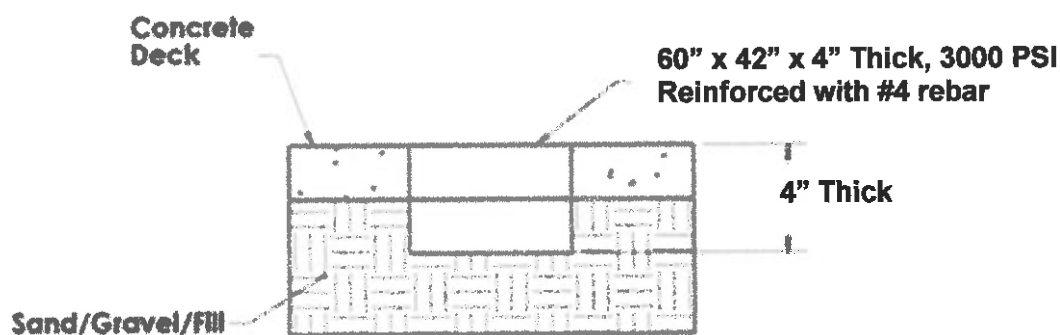


Retrofit Hole Pattern Installations: Use either of the two hole patterns shown below if replacing an existing swim lift on a pool deck. Utilize the hole pattern that matches your existing anchors.



Anchor Installation (New and Existing Concrete)

- a. Using the anchor plate on the lift and one of the anchor patterns listed above, mark locations for the drop-in anchors using a marker, pen or pencil. Ensure that this positioning will work for the lift and pool. If utilizing the recommended hole pattern, be sure to mark intended anchor locations using the curves of the slotted holes CLOSEST to the pool wall.
- b. Minimum requirements for concrete slab shall be at least 60"x42"x4" thickness, 3000psi, reinforced with #4 rebar. If your pool deck does not meet these requirements, the pool deck must be cut and replaced with a new slab that meets these requirements. If the deck cannot be replaced, please contact Spectrum Aquatics for further direction.



- c. Note that in the case of a new concrete installation, the concrete must be cured to a minimum of 75% or seven days before anchor placement.
- d. Locate a bonding source to bond (ground) the anchor. The steel rebar-bonding grid of the pool deck is the best choice for bonding the anchor. Attach a No. 8 solid copper wire (NEC Section 680-22) from the bonding grid to one of the four anchor locations.
- e. Use a 1/4" masonry drill bit to drill the four (4) holes two inches deep. Ensure that all 4 holes are drilled straight down so that the lift sits completely level when installed. A carpenter's level can be used to accomplish this task.
- f. Place tape on a 5/8" masonry drill bit. This tape should sit exactly 2 inches above the bottom of the bit. Drill downwards into the existing holes from the previous step, making sure the holes remain level. Do not drill deeper than 2 inches.
- g. Completely vacuum out the four holes.
- h. Install the drop-in anchors that have been provided. Place the anchors into the holes, locate the setting tool and strike the setting tool with a hammer or mallet multiple times. The anchor bottoms will separate and press against the concrete.
- i. Place the lift anchor plate over the drop-in anchors. Secure the lift using the stainless steel hex cap screws and washers provided. The screws should be tightened to 22 foot-pounds.

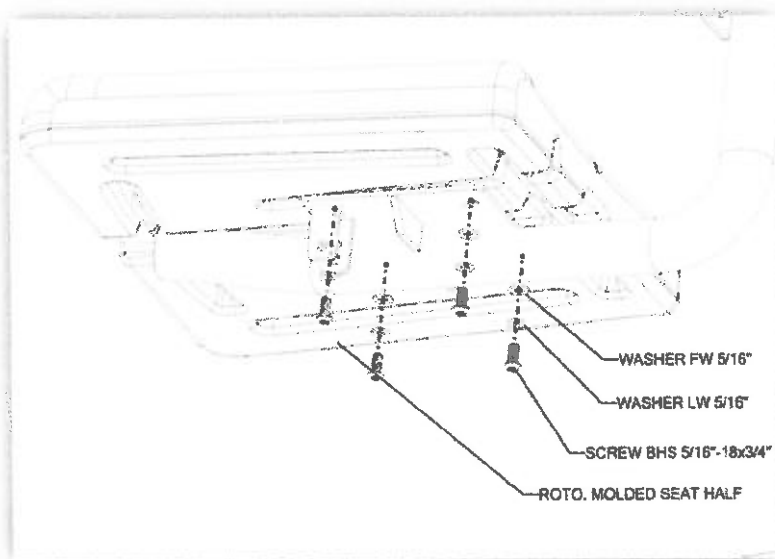
Assembly Instruction

The following tools will be required to complete assembly of the lift:

- 9/16" ratchet and open-end wrench
- 3/16" hex key (allen wrench)
- 1/4" hex key (allen wrench)

Lift Assembly

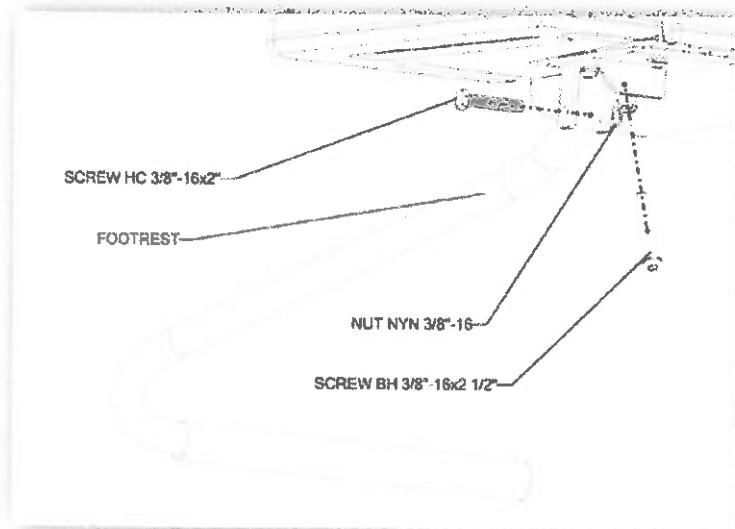
- a. Fully charge the lift battery.
- b. Secure the anchor plate to the drop-in anchors installed in the deck.
- c. Tilt the battery into the receiver located on the actuator housing tubing until it locks into place.
- d. Plug the handset into the left port on the control box, making sure the connector is properly aligned.
- e. Test lift operation by pushing the up and down toggle switch on the handset to ensure the lift is operational (See Page 7 for instructions on using handset). Run the actuator into the fully retracted position by pressing the up button until the actuator stops moving. Leave the lift in this position for the following steps.
- f. Attach the seat halves to the bottom plate and rear plate mounting plate using:
 - (4) 5/16"-18 Button Head Screws 3/4" length
 - (4) 5/16" Flat washers
 - (4) 5/16" Lock washers



g. Attach the footrest to the bottom seat plate assembly using:

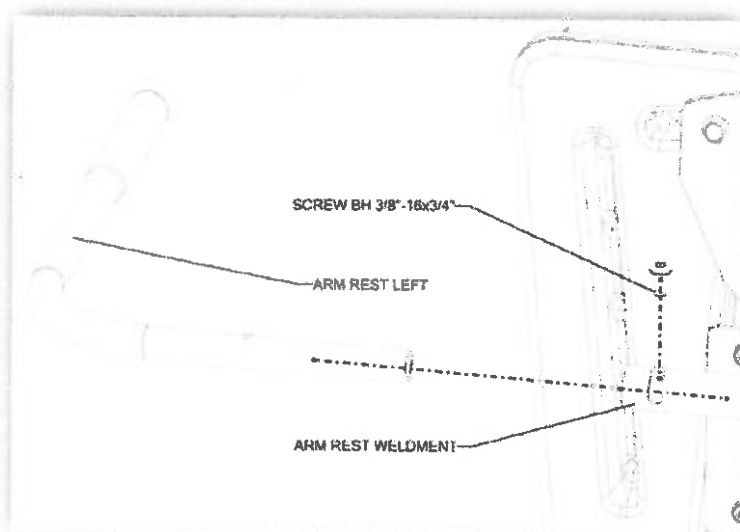
- (1) 3/8" – Hex bolt 2" length
- (1) 3/8" Flat washers
- (1) 3/8" Nylock nut

*Tighten the bolt until the flat washers are snug and back off until the footrest pivots freely.
Adjust footrest to desired height using installed 3/8" - button head bolt.*



h. Attach the armrests to the seat pole using:

2 – 3/8" Button Head Screw 3/4" length



Operator's Guide

Lift Operation

WARNING! Read all operating instructions before operating the lift. Make sure that all individuals using the lift have read the instructions and have been made aware of all safety precautions.

WARNING! Operate the lift exactly as described in the instructions above. Failure to do so may result in damage to the lift or personal injury.

WARNING! Do not exceed the maximum lifting capacity of 350 lbs. This may result in damage to the lift or personal injury.

WARNING! Use extreme caution when transferring to or from the lift; it is the responsibility of the user to allow for safe operation of this lift.

Basic Lift Operation.



Lifting (UP) ⬆️:

Pressing the ⬆️ button causes the seat to rise. The seat will continue to rise as long as the button is pressed or until the lift reaches its highest extent. Releasing the button at any time during travel will also cause the lift to stop.

Lowering (DOWN) ⬇️:

Pressing the ⬇️ button causes the seat to lower. The seat will continue to lower as long as the button is pressed or until the lift reaches its lowest extent. Releasing the button at any time during travel will also cause the lift to stop.

To Exit the Pool or Spa:

- A. Recall lift chair into water to the previous depth upon transferring from the lift seat to the pool using the “down” button on the wired handset.
- B. Flip up the armrest and carefully transfer into the lift seat from water.
- C. Lower the armrest.
- D. Lift the seat using the “up” button on the wired handset until the lift motion stops on top of the deck.
- E. Flip up the armrest and carefully transfer from the lift seat to mobility device.

Battery Charging & Installation

The battery comes partially charged, but will need charging after the first several hours of use. Charging time is approximately 12 hours for the first few charges and four hours after the first two full battery cycles. The lift comes with a battery charging cradle for use in dry locations. Charge the battery as follows:

Plug the battery charger into a standard electrical outlet*. The green LED on the charger will illuminate and indicate that the charger is on.

Plug the charging cable into the charging port on the battery cradle. Place battery in charging cradle. If the battery is up to the charged voltage, the LED on the charger will stay green. If the charger determines that the battery needs to be charged, the LED on the charger will change to amber.

The amber LED will turn green when the battery is fully charged. This charger has internal monitoring circuitry that will not overcharge the battery, if the battery is left on the charger for extended periods of time the charger will go into short charging cycles at intervals to keep the charge level at optimal.

***Charger accepts 110 VAC**

When the battery is fully charged, remove it from the charging cradle and install the battery on the lift. The battery capacity indicator on the receiver will show a green LED, indicating that the battery is fully charged and installed properly. When the LED changes to amber the lift is still OK to use. However, when the LED changes to red, or an audible tone is heard during a lift cycle, the battery pack needs to be recharged.

To keep the battery from discharging to the point of causing damage, it is important to charge the battery at least once monthly, even if the battery has not been installed on the lift.

After initial break-in, the battery should last approximately 90 cycles at the full 350-lb load rating of the lift before it needs recharging. The battery will need to be replaced after 500 to 800 charge cycles or three to four years if properly maintained (approximately 20,000 lifting cycles).

Care and Maintenance

The following should be performed periodically to ensure safe and dependable use.

1. The Aqua Buddy lift comes standard with a powder coat finish. Do not use stainless steel solvents or abrasive scratch pads while cleaning the lift.
2. Clean all structural components with a warm sponge and a diluted solution of detergent or dishwashing soap. This reduces the chances of scratching or damaging the finish during cleaning.
3. Check all electrical connections – Check any external electrical cables for wear and/or breakage in the outer insulation.
4. Check all mechanical connections – inspect the hardware on all moving parts and make sure they are snug. Lubricate all pivot points with light oil (3-1).
5. To maintain the battery properly, the battery must be fully charged monthly. If the battery goes for longer than three months without a charge, the battery will have significantly reduced capacity.
6. Apply dielectric grease to the battery connections and receiver connections where the battery and receiver meet.

Troubleshooting

Problem:	Cause:	Solution:
1. Lift will not operate at all:	Low battery (Lift) – Control box beeps audibly every 5 sec Handset not completely plugged in	Recharge battery Fully plug in handset
2. The seat will not raise or lower:	Low battery Battery not installed properly Receiver malfunction	Recharge battery Reinstall battery Replace receiver*
3. The seat's motion isn't smooth or sticks at a certain point during travel:	Excessive wear to pivot points Excessive wear to actuator	Lubricate Pivot points with light oil (3-1) or Silicone Spray Replace actuator*
4. The seat travels much slower than normal:	Low battery	Recharge battery
5. The lift makes much more noise or unusual noises during operation:	Pivot points galling	Lubricate pivot points with light oil (3-1) or Silicone Spray
6. Battery will not charge:	Bad battery (red LED on charger – not turning orange or green in 4 hours or less)	Replace battery*

*Please contact your local distributor or Spectrum Customer Service to order parts 406.532.6321



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 Path: Shop > Aquatic Accessibility and Equipment > ADA Compliant Products >
 Splash Extended Reach Hi/Lo Aquatic Lift w/ activation key

Splash Extended Reach Hi/Lo Aquatic Lift w/ activation key

 Item #: 81-770 Price: **\$6,341.25**
 Ship Qty: 1 EACH Catalog Page: N/A
 Ship Weight: 275 lbs.

Qty: 1

Add to Cart



view larger image

Representation of product. Options may vary.

SPLASH EXTENDED REACH HI/LO AQUATIC LIFT WITH ACTIVATION KEY — For use with pools with unusual gutter configurations that require a longer reach to the water line. Useful for facilities that have both in-ground pools and above ground spas. Maximum deck- to-water level distance is 12". 359 degree rotation ensures a safe transfer area. Powder coated stainless steel and aluminum construction. Powered by a 24-volt rechargeable battery. LiftOperator Intelligent Control System with activation key to prevent unauthorized use of lift. Includes stainless steel locking deck anchor with cap, charger, seat belt, and battery cover. Lifting capacity is 300 lbs. **ADA Compliant.**

Set Back: 16"- 50"

The Measurement Guide/Deck Profile Sheet located below under the Product Documentation tab, must be completed to order this lift. It can be scanned and emailed to Sales@lincolnaquatics.com or faxed toll free 888/ 680-2825.

For more detailed information and drawings, see the Product Documentation tab below.

See our S.R. Smith video library for Splash Lift Troubleshooting video [click here](#)



Related Items Product Documentation

Item#	Description	Price
81-265	Splash caddy.	\$628.75
81-262	Splash Lift Series mast and seat cover combo	\$451.50
81-245	PAL/Splash/aXs spine board attachment	\$380.50
81-235	PAL/Splash/multiLift armrest assembly.	\$345.00
81-260	Splash mast cover, all models, tan	\$331.75
81-264	S.R. Smith Aquatic Lift seat cover only.	\$259.50

Fall Sale

Energy Efficiency: Products & Services

Aquatic Accessibility and Equipment

ADA Compliant - Ladders / Stairs

ADA Compliant Products

Adapted Aquatics

Aqua Creek - ADA Compliant Pool Lifts

Aquatic Accessibility

AquaTram by Pentair - ADA Compliant Pool Lifts

Portable ADA Compliant Pool Lifts

S. R. Smith Video Library

S.R. Smith - ADA Compliant Pool Lifts

Semi-Portable ADA Compliant Pool Lifts

Spectrum - ADA Compliant Pool Lifts

Chemical Systems and Equipment

Chemicals

Cleaning and Maintenance

Deck and Competitive Equipment

Lifeguarding, Rescue and Safety

Mechanical Equipment

Outdoor Furniture and Facility Furnishings

Pool Covers and Storage Reels

Revised ADA Regulations

Swim Training, Exercise, Games and Sports

Virginia Graeme Baker Pool and Spa Safety Act

Water Test Kits and Reagents

Terms and Conditions

Credit Application

How To

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Qty. Item #

SPLASH! POOL LIFT WITH UPGRADE KIT - 400 POUND CAPACITY

**Splash! Pool Lift With
Upgrade Kit - 400 Pound
Capacity****\$5830.56**

and ships free!

**SKU:** 390-0000**Availability:** Ships from the
manufacturer**Weight:** 275 lbs**Returns:** Returns accepted**Files:**

- Product Manual**
- Specifications**
- Warranty**
- Certificate of Compliance**

1**ADD TO CART** **Print This Item** **Top**

Katie Nunez - RE: Spectrum Lift Options

From: "Drobeck, Trisha" <Trisha.Drobeck@spectrumproducts.com>
To: Katie Nunez <KNunez@ci.seaside.ca.us>
Date: 10/25/2018 3:32 PM
Subject: RE: Spectrum Lift Options
Attachments: 1730116 AQUA Buddy SPEC.PDF

So the first anchor bolt is at 20-1/4" are you ok drilling into the tile?

Trisha Drobeck

Inside Sales Representative



7100 Spectrum Lane
 Missoula, MT 59808
 Direct: 406.532.6340 . Fax: 406.542.1158
tdrobeck@spectrumproducts.com
www.spectrumproducts.com
www.altaenterprises.com
[Download our New 2018 Catalog](#)

From: Katie Nunez <KNunez@ci.seaside.ca.us>
Sent: Thursday, October 25, 2018 4:09 PM
To: Drobeck, Trisha <trisha.drobeck@spectrumproducts.com>
Subject: RE: Spectrum Lift Options

24.5 inches.

>>> "Drobeck, Trisha" <Trisha.Drobeck@spectrumproducts.com> 10/25/2018 3:07 PM >>>
 HI!

What is the dimensions of the face of the pool to the back of the tile band?

Trisha Drobeck

Inside Sales Representative



7100 Spectrum Lane
 Missoula, MT 59808
 Direct: 406.532.6340 . Fax: 406.542.1158
tdrobeck@spectrumproducts.com
www.spectrumproducts.com
www.altaenterprises.com
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From: Katie Nunez <KNunez@ci.seaside.ca.us>
Sent: Wednesday, October 24, 2018 4:53 PM
To: Drobeck, Trisha <trisha.drobeck@spectrumproducts.com>
Subject: RE: Spectrum Lift Options

I have attached a picture of our pool deck. Would this pool lift work with out facility?

>>> "Drobeck, Trisha" <Trisha.Drobeck@spectrumproducts.com> 10/24/2018 3:33 PM >>>
 Shipping is not included... it's about \$350 (added \$100 if you need a lift gate).

Trisha Drobeck

Inside Sales Representative



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 Missoula, MT 59808
 Direct: 406.532.6340 . Fax: 406.542.1158
tdrobeck@spectrumproducts.com
www.spectrumproducts.com
www.altaenterprises.com
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From: Katie Nunez <KNunez@ci.seaside.ca.us>
Sent: Wednesday, October 24, 2018 4:29 PM
To: Drobeck, Trisha <Trisha.Drobeck@spectrumproducts.com>
Subject: RE: Spectrum Lift Options

Is shipping included in that?

>>> "Drobeck, Trisha" <Trisha.Drobeck@spectrumproducts.com> 10/24/2018 3:25 PM >>>
 Yes ☺ With anchor its \$3,886.

Trisha Drobeck

Inside Sales Representative



7100 Spectrum Lane
 Missoula, MT 59808
 Direct: 406.532.6340 . Fax: 406.542.1158
tdrobeck@spectrumproducts.com
www.spectrumproducts.com
www.altaenterprises.com
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From: Katie Nunez <KNunez@ci.seaside.ca.us>
Sent: Wednesday, October 24, 2018 4:23 PM
To: Drobeck, Trisha <trisha.drobeck@spectrumproducts.com>
Subject: RE: Spectrum Lift Options

Can I get a quote for that lift?

>>> "Drobeck, Trisha" <Trisha.Drobeck@spectrumproducts.com> 10/24/2018 2:46 PM >>>
We actually can't do the independence anymore ☹ Just the Aqua Buddy (attached) – Thanks!

Trisha Drobeck

Inside Sales Representative



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Missoula, MT 59808
Direct: 406.532.6340 . Fax: 406.542.1158
tdrobeck@spectrumproducts.com
www.spectrumproducts.com
www.altaenterprises.com
[Download our New 2018 Catalog](#)

From: Katie Nunez <KNunez@ci.seaside.ca.us>

Sent: Wednesday, October 24, 2018 11:52 AM

To: Katie Nunez <KNunez@ci.seaside.ca.us>; Drobeck, Trisha <trisha.drobeck@spectrumproducts.com>

Subject: Re: Spectrum Lift Options

Hi Trisha,

I was looking into getting new chair lifts awhile back ago. Can you please send me information on these two chair lifts? I can not seem to find them online anymore.

Thank you,

Katie Nunez

Recreation Coordinator
Pattullo Swim Center
City Of Seaside
(831)899-6880

>>> "Drobeck, Trisha" <tdrobeck@spectrumproducts.com> 3/27/2018 1:22 PM >>>
☺

Spectrum Single Axis Lift \$3,886

Independence Lift \$3,500

Freight for either one will be about \$350.

Thank you!

Trisha Drobeck

Inside Sales Representative



7100 Spectrum Lane
 Missoula, MT 59808
 Direct: 406.532.6340 . Fax: 406.542.1158
tdrobeck@spectrumproducts.com
www.spectrumproducts.com
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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: David Little, Building Official

DATE: November 15, 2018

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF
AN F-150 FORD UTILITY PICKUP NOT TO EXCEED \$23,416.06**

PURPOSE & RECOMMENDATION

That the City Council approve the purchase of one building inspection vehicle with aftermarket equipment at a cost not to exceed \$23,416.06

BACKGROUND

In an effort to continue to improve city services and accommodate both current and future uptrends in building permit activities, recent changes have occurred within the Building and Code Enforcement Department, including the addition of a full-time Building Inspector. To provide suitable equipment and operate in the most effective manner, the Building and Code Enforcement Department is in need of an appropriate inspection vehicle. Many required building inspections occur at unpaved construction sites requiring vehicles to drive over "trackout control devices" or rumble grates to prevent mud and sediment from entering streets. These conditions make passenger vehicles with lower ground clearances unsuitable. An inspection truck adapted for off-pavement conditions is anticipated to provide several advantages at construction sites including the driver visibility to safely navigate uneven terrains, better spot open trenches, ground level equipment and/or other materials common at working sites. The current inspection vehicle is a 1996 Ford Crown Victoria passenger sedan.

The Building and Code Enforcement Department received a State Contract quote from Downtown Ford Sales (Sacramento dealership) and Cypress Coast Ford (Seaside dealership) for a 2019 Ford F-150 Utility Pickup. All requested aftermarket accessories are included in the quoted amounts below.

Downtown Ford: \$23,816.06

Cypress Coast Ford: \$ 23,416.06

FISCAL IMPACT

Vehicle purchase: \$ 23,416.06

Aftermarket equip: Included

Total fiscal impact:

FY 18/19: \$23,416.06 from account 100-7210-8187 Department Equipment

ATTACHMENTS

1. Draft Resolution
 2. Downtown Ford Vehicle Quote
 3. Cypress Coast Ford Vehicle Quote
-

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

TO APPROVE AND ACCEPT A BID NOT TO EXCEED \$ 23,416.06 TO PURCHASE A VEHICLE WITH AFTERMARKET EQUIPMENT FOR INSPECTION USE

WHEREAS, the City of Seaside approves the purchase of a new vehicle for building inspection use not to exceed \$23,416.06;

WHEREAS, the City Council provided conceptual approval and funding for the vehicle purchase with the approval of the 2018/2019 Fiscal Year Budget;

WHEREAS, the vehicle will be used by Building and Code Enforcement staff in accordance with the City of Seaside Vehicle Use Policy;

WHEREAS, the vehicle will fall under the City of Seaside's vehicle insurance coverage;

NOW, THEREFORE BE IT RESOLVED, that the City Council does hereby approve the purchase of a new vehicle for building inspection use with aftermarket equipment, not to exceed \$23,416.06.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15^h day of November, 2018 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

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S100118 941

QUOTATION

Customer

Name DAVID LITTLE
Address CITY OF SEASIDE
City _____ State CA
Phone VIA EMAIL

Date 10/1/2018
REP SANDRA
Phone 916-442-6931
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2019 FORD F150 4X2 REG CAB PICKUP STATE CONTRACT 1-18-23-20A CLIN 9	\$19,853.00	\$19,853.00
1	BACKUP ALARM	\$127.00	\$127.00
1	SPRAY IN BEDLINER	\$595.00	\$595.00
1	TOOLBOX, DIAMOND PLATE XBOX	\$795.00	\$795.00
1	DOC FEE	\$80.00	\$80.00
SALES TAX 9.125%			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Subtotal	\$21,450.00
DELIVERY	\$400.00
MONTEREY	\$1,957.31
CA Tire Tax	\$8.75
TOTAL	\$23,816.06

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

QUOTE

CYPRESS COAST FORD
Mike Aubuchon
831-899-8300 Work PH
831-915-5531 Cell
831-899-2814 FAX

DATE: OCTOBER 30, 2018

4 GEARY PLAZA
SEASIDE CA 93955

TO David Little
440 Harcourt Avenue
Seaside, CA 93955
[831.899.6700](tel:831.899.6700)
dlittle@ci.seaside.ca.us



FLEET MANAGER	FIN#	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Mike Aubuchon	QP797	delivered	N/C	TBD	Due on receipt	TBD

QTY	ITEM #	DESCRIPTION			TOTAL
1	XL SERIES	2019 F150 4X2 R/C 3.3L V6 PFDI ELEC 6-SPEED AUTO W/TOW MODE OXFORD WHITE Interior MEDIUM EARTH GRAY VINYL 40/20/40 FRONT SEAT EQUIPMENT GROUP 100A 8' BED			\$19,853.00
		Backup Alarm			\$127.00
		Spray In Liner			\$595.00
		Diamond Plate Toolbox			\$795.00
				DOC / TIRE FEE	\$88.75
				SALES TAX	\$1,957.31
				TOTAL BID	\$23,416.06

Quotation prepared by: Mike Aubuchon

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Misty Bradshaw, Associate Engineer

DATE: November 15, 2018

SUBJECT: ADOPT RESOLUTION APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider adopting a resolution authorizing staff to submit the Annual Program Compliance Report to the Transportation Agency for Monterey County (TAMC) which describes the compliance to the policies of Measure X for the reporting period of Fiscal Year 2017/2018. It is recommended that the City Council adopt a resolution approving the submittal of the Annual Program Compliance Report in order for the City to continue receiving the revenue generated from Measure X funds.

BACKGROUND

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

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

As required in the Master Program Funding Agreement between TAMC and the City, the City must submit to TAMC an Annual Program Compliance Report by December 31st for each

Fiscal Year the Measure X funds are in effect. Included as attachments to the Annual Program Compliance Report are the Independent Audit of Financial Statements, Five-Year Capital Improvement Program (CIP), the Pavement Management Program Report, and the Maintenance of Effort Report, described below.

- Independent Audit of Financial Statements - End of the year audit statement will be submitted separately to TAMC at a later date.
- Measure X CIP - List of eligible transportation projects that are anticipated to be funded with the jurisdiction's share of Measure X funds. The City Council held meetings on April 19, 2018, June 7, 2018, and July 10, 2018 at which programming of these funds for the proposed pavement upgrades was determined. The attached CIP shows the roads approved by the City Council at these meetings. The attached CIP also shows two additional road segments, Kimbal Avenue from Fremont to Wheeler Street and Yosemite Avenue from Mingo to La Salle, that are proposed to be constructed in fiscal year ending FYE 2020 and FYE 2022, respectively. Since TAMC requires that a 5-year CIP be submitted at least annually, these road segments can be revised or updated with City Council approval in the future.
- Pavement Management Program (PMP) Report - A letter confirming that the City's PMP conforms to the criteria established by TAMC.
- Three Year Maintenance of Effort Report - Verification that Measure X Funds have been used to augment, and not supplement, local resources spent in the fiscal year.

It is recommended that the City Council adopt a resolution authorizing staff to submit the Annual Program Compliance Report to the Transportation Agency of Monterey County.

ENVIRONMENTAL COMPLIANCE

This action is not defined as a project under the California Environmental Quality Act (CEQA) in accordance with Title 14 of the California Code of Regulations, Chapter 3, Article 20, Section 15378 (b.4).

Evidence:

The proposed action is a government funding mechanism, not a project, and fiscal activities do not involve commitment to one specific project.

FISCAL IMPACT

Revenues generated from Measure X over the next 30 years is estimated to be \$22 million for the City of Seaside for transportation improvements. Expected annual revenue to the City are expected to be between \$500,000 and \$700,000. The proposed annual expenditures are less than the expected Measure X revenues. Therefore, there will be no fiscal impact to the City.

ATTACHMENTS

1. Reso Measure X Annual Program Compliance Report
-

2. Letter PMP Report
 3. Annual Program Compliance Report Draft 181107
 4. Attachment 1 Five-Year CIP 181107
 5. Attachment 2 PMP Report 181107
 6. Attachment 3_MOE DRAFT
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18 - ____

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

**APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF
PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT
REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

WHEREAS, the Master Funding Agreement (Agreement) between the Transportation Authority for Monterey County (TAMC) and the City was Approved by City Council on June 15, 2017 (Res 17-40); and

WHEREAS, the Annual Program Compliance Report, per the Agreement, is a document produced by the City which describes the efforts taken by the jurisdiction to comply with Measure X funding agreement; and

WHEREAS, the Five-Year Capital Improvement Program, Pavement Management Program Report, and Maintenance of Effort Report are attachments to the Annual Program Compliance Report; and

WHEREAS, the Agreement requires the submittal of an Annual Program Compliance Report by December 31st each year the Measure X funds are in effect; and

WHEREAS, the Independent Audit of Financial Statements, Attachment 1 of the Annual Program Compliance Report, will be provided to TAMC separately at a later date; and

WHEREAS, under the California Environmental Quality Act (CEQA) in accordance with Title 14 of the California Code of Regulations, Chapter 3, Article 20, Section 15378 (b.4), this action is not defined as a project and is not subject to CEQA, as it is defined as a government funding mechanism.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes staff to submit the Annual Program Compliance Report in support of the Measure X Program, attached hereto, to the Transportation Agency for Monterey County.

PASSED AND ADOPTED at a regular meeting of the City Council duly held on the 15th day of November 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
440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6700
FAX (831) 899-6227

Date: November 7, 2018

To: Todd Muck
Deputy Executive Director
Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901

Re: Pavement Management Program Annual Report Letter

The City of Seaside confirms that it has a Pavement Management Program that conforms to the criteria established by the Transportation Agency for Monterey County and included in the Measure X Agreement with the Local Agency. An approved Pavement Management Program must be in place to be eligible for Measure X funds.

The Pavement Management Program utilizes a software system developed by:
 X Metropolitan Transportation Commission StreetSaver, version 9.0.0
 Other : _____

The system was updated by NCE and contains, at a minimum, the following elements:

- Inventory of all existing pavements under the local agency jurisdiction:

Centerline miles:	<u>76.04 miles</u>
Total lane miles (or equivalent units):	<u>147.59 miles</u>
The last update of the inventory was completed on:	<u>March 2018</u>
- Pavement Condition Index (PCI) 63
- Identification of sections of pavement needing maintenance, rehabilitation, or replacement.

Total lane miles (or equivalent units)	<u>70 miles</u>
--	-----------------
- Estimated budget needs to rehabilitate or replace deficient sections for the current year and the next three years:

\$61,400,000 (Unconstrained Needs)

You may direct any questions regarding the system to Misty Bradshaw at (831) 899-6886, mbradshaw@ci.seaside.ca.us or myself at (831) 899-6884.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Riedl", is written over a horizontal line.

Rick Riedl, Public Works Director / City Engineer

THE CITY OF SEASIDE ANNUAL PROGRAM COMPLIANCE REPORT

The actions performed by City staff in fiscal year (FY) 17/18 were in preparation of the Arterial and Collector Resurfacing Project, which is anticipated to span multiple years and will have phased Construction Bid Packages. The Pavement Management Program was updated utilizing StreetSaver, and a list of roadways recommended for treatment was generated utilizing the updated Decision Tree Matrix and Budgetary scenarios outlined within the program. Following the preliminary roadway selection, the City assessed the roadways selected and revised the list as necessary to meet the needs of the community. City Council held study sessions on the Pavement Management Program, and the roadways preliminarily selected for treatment, on April 9, 2018, June 7, 2018 and July 10, 2018. Based on Council direction to focus on upgrading major streets, staff developed preferred treatment scenarios identifying the City's ability to improve the condition of the citywide roadway network with the use of Measure X funds.

The City issued a Request for Proposal (RFP) on July 23, 2018 for professional engineering services for the preparation of design and construction bid documents, construction inspection and testing, and overall construction management services for resurfacing and rehabilitation of the roadways selected for treatment. The City will look to award the project and begin design in the Fiscal Year (FY) 2018/19.

The City is currently working on the Independent Audit of Financial Statements for Measure X Funds, Attachment 1, which will be submitted at a later date once it has been completed.

The revenue earned in FY17/18 will be carried over to the FY18/19. No expenditures were programmed or spent during the FY17/18.

CITY OF SEASIDE - FISCAL YEAR 2017/18 BALANCE SHEET

REVENUES	
Carryover from Previous Year	\$ 0
Measure X Revenues	\$ 700,000
Earning on Interest	\$ 0
TOTAL REVENUES:	\$ 700,000
EXPENDITURES	
(Listing of Program Expenditures)	\$0.00
TOTAL EXPENDITURES:	\$0.00
FUND BALANCE, END OF PERIOD:	\$ 700,000

The following Attachments are included in the Annual Program Compliance Report:

ATTACHMENT 1: Five-Year Capital Improvement Program
ATTACHMENT 2: Pavement Management Program Report
ATTACHMENT 3: Maintenance of Effort Report

The Independent Audit of Financial Statements for Measure X Funds, will be submitted at a later date.

CITY of SEASIDE
MEASURE X FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR FISCAL YEARS 2018/19 – 2022/23

Attachment 2

YEAR 1 (FY18/19)

Project	Description & Phase	Total Cost	Measure X	PCI
Arterial and Collector Resurfacing Project	Design and Phase 1 Construction: Overlay, Reconstruction, and Surface Seal of Various Arterials and Collectors within the City	\$1,854,816	\$1,286,536	<50
Bike Safe Grates	Fabrication of the Bike Safe Grates	\$426,000	\$426,000	n/a
Totals:		\$2,280,816	\$1,712,536	

YEAR 2 (FY19/20)

Project	Description & Phase	Total Cost	Measure X	PCI
Bike Safe Grates	Construction and Installation of Bike Safe Grates	\$200,000	\$200,000	n/a
Arterial and Collector Resurfacing Project	Phase 2 – Construction: Overlay, Reconstruction, and Surface Seal of Various Arterials and Collectors within the City	\$3,637,302	\$3,135,378	<50
Totals:		\$3,837,302	\$3,335,378	

YEAR 3 (FY20/21)

Project	Description & Phase	Total Cost	Measure X	PCI
Arterial and Collector Resurfacing Project	Phase 3 – Construction: Overlay, Reconstruction, and Surface Seal of Various Arterials and Collectors within the City	\$6,138,198	\$6,138,198	<50
Totals:		\$6,138,198	\$6,138,198	

YEAR 4 (FY21/22)

Project	Description & Phase	Total Cost	Measure X	PCI
Arterial and Collector Resurfacing Project	Phase 4 – Construction: Overlay, Reconstruction, and Surface Seal of Various Arterials and Collectors within the City	\$940,857	\$312,994	<50
Totals:		\$940,857	\$312,994	

CITY of SEASIDE
MEASURE X FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR YEARS 2018 – 2022

YEAR 5 (FY22/23)

Project	Description & Phase	Total Cost	Measure X	PCI
Residential Streets	Phase 1 – Remove & Replace Failed Road Sections on Residential Streets	\$300,000	\$300,000	<60
Totals:		\$300,000	\$300,000	

DEFINITIONS OF REQUESTED INFORMATION:

1. Project: The title of the project to receive Measure X funding.
2. Description & Phase: A general description of the project and the phase (e.g. Environmental; Design; Right-of-Way; or Construction) that will be funded in the given year.
3. Total Cost: The total cost of the project.
4. Measure X: The amount of Measure X funding that will be expended on the project.
5. PCI: The Pavement Condition Index for the roadway, from the local jurisdiction's Pavement Management Program.



CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6700
FAX (831) 899-6227

Date: November 7, 2018

To: Todd Muck
Deputy Executive Director
Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901

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- Pavement Condition Index (PCI) 63
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--	-----------------
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Sincerely,

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Rick Riedl, Public Works Director / City Engineer

**CITY of SEASIDE
THREE-YEAR MAINTENANCE OF EFFORT REPORT
FOR YEARS 2017 – 2018**

Year 1 – FYE 2015

Fund Source	Amount	Year
Total Expended on Transportation		

Year 2 – FYE 2016

Fund Source	Amount	Year
Total Expended on Transportation		

Year 3 – FYE 2017

Fund Source	Amount	Year
Total Expended on Transportation		

Three-Year Average of Transportation Expenditures:

\$ _____

I, the undersigned, certify that the above information is true and correct to the best of my knowledge.

Kimberly Drabner, Finance Director



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Superintendent
Ashley Collick

DATE: November 15, 2018

SUBJECT: **APPROVAL FOR COMMUNITY BASED ORGANIZATION'S
MEMORANDUM OF UNDERSTANDING'S (MOU) - FISCAL YEAR
2018 – 2020 CALIFORNIA VIOLENCE INTERVENTION AND
PREVENTION (CalVIP) GRANT**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council approve Memorandums of Understanding (MOU's) for Community Based Organizations (CBO's) to receive California Violence Intervention and Prevention grant funding for the Fiscal Year 2018-2020.

It is recommended that the City Council accept the MOU's for the fiscal year 2018 - 2020 California Violence Intervention and Prevention Grant.

BACKGROUND

The California Violence Intervention and Prevention (CalVIP) program, through a competitive grant process, provides funds for cities that propose to use a local collaborative effort to reduce violence through the use of evidence-based prevention, intervention, and/or suppression activities.

On July 9, 2018 the City of Seaside was notified that the state had appropriated an additional \$9 million for the CalVIP Grant and the BSCC awarded funding to 19 additional cities including the City of Seaside. Funding will begin on September 1, 2018 and end on August 31st, 2020 and the initial budget proposal was modified and submitted to BSCC on July 31, 2018.

The CalVIP grant is a two-year cycle. \$250,000.00 will be allocated annually with 50% of the funds mandated specifically for Community Based Organizations (CBO). Funding for the CalVIP Program requires a dollar-for-dollar (100 percent) match (cash or in-kind) of the funds awarded to the recipient. Seaside's CalVIP Advisory and Coordinating Council is responsible for the selection of funding through a competitive RFP process.

Through this competitive process, six CBOs were awarded funding, Restorative Justice Partners, Partners for Peace, Community Partnership for Youth, Community Human Services, Ladies First, and The Village Project. The final contract for the Village Project is attached. This contract was not included at the October 04, 2018 City Council meeting. The Budget details are also attached.

The Seaside CalVIP grant application was coordinated with the Seaside Blue Ribbon Task Force for the Prevention of Youth Violence, Seaside Finance Department, Seaside's CalVIP Advisory and Coordinating Council Seaside and other stakeholders.

FISCAL IMPACT

The City of Seaside will account for this grant in a Special Revenue fund. All revenues and expenditures will be accounted for in this fund. The grant is funded on a reimbursement basis. The City will bill the State quarterly for costs incurred.

ATTACHMENTS

1. Draft Resolution
 2. Village Project
 3. CAL VIP Budget
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING FOR
THE VILLAGE PROJECT'S SERVICES FOR THE CALIFORNIA VIOLENCE
INTERVENTION AND PREVENTION GRANT (CAL VIP) 2018-2020**

WHEREAS, the City of Seaside was awarded and accepted the 2018-2020 California Violence Intervention and Prevention (CalVIP) grant totaling \$500,000.00 and;

WHEREAS, the CalVIP grant cycle is a two year cycle, with funds to be allocated once a year for the two year cycle on a reimbursement basis, and;

WHEREAS, 50% of CalVIP grant funds must be used to support community based organizations to implement programs that support violence reduction, intervention and prevention projects, and;

WHEREAS, the community based organizations are required match 25% of grant funds awarded with in-kind and cash contributions, with minimal impact to the General Fund, and;

WHEREAS, The Village Project Inc. will provide intervention and prevention services and is intimately familiar with the grant application, grant agreement and the grant program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the Memorandum of Understanding for The Village Projects 2018-2020 CalVIP grant program award.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of November 2018 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton, City Clerk

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND THE VILLAGE PROJECT INC.

This Memorandum of Understanding is made and entered into on September 1, 2018 by and between the City of Seaside, (hereinafter "CITY"), and The Village Project Inc. (hereinafter "TVP").

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and TVP intend to work together toward the mutual goal of providing youth in the City of Seaside prevention and intervention services and strategies to prevent and decrease their involvement in gangs. Both parties believe the implementation of the Seaside Violence, Intervention and Prevention Program, as described in the Cal VIP grant, will further this goal. TVP agrees to comply with the terms of the grant, a copy of which is attached as Exhibit A and incorporated herein by this reference. Each party agrees to participate in the program, if selected for funding, by providing the services set forth in II. below.

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is September 1, 2018, through and including August 31, 2020.
2. CITY will contribute personnel to provide oversight to the Violence, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel, and the Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.
3. A TVP representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.
4. A TVP representative will attend the Multidisciplinary team meetings hosted by the Seaside Youth Resource Center.
5. The total cost is \$60,843 and TVP will receive \$48,675 which will be covered by the CalVIP grant. TVP will provide a 25% match (combination of in kind and cash) totaling \$12,169.
6. TVP will submit monthly invoices detailing expenses and match requirements, starting on October 1, 2018 and ending on September 31, 2020.
7. TVP will provide students with up to three, five week STEM enrichment course,

which will include workshops, career exploration field trips, job shadows and discussions with experts during the school year.

8. TVP will provide City with records as requested pertaining to the enrollment and completion of program participants.
9. TVP will participate in a comprehensive evaluation of the CalVIP program, including obtaining informed consent from program participants to enable follow-up on individual outcome measures, and present a status report to the Coordinating and Advisory Council twice during the project period.
10. TVP must submit quarterly reports to the City of Seaside, providing information required by BSCC. (This includes descriptions of special events, significant activities and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
11. TVP must be in good standing and have been duly organized, in existence, and in good standing as of May 13, 2017
12. TVP must be registered with the California Secretary of State's Office, if applicable; have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
13. TVP must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
14. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
15. Grant funds can be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that have been appropriated for the same purpose.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless TVP, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and

against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. TVP shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

5. Any notices under this agreement shall be sent to TVP or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Mel Mason
THE VILLAGE PROJECT, INC.
1069 Broadway Avenue, # 201
Seaside CA 93955
Telephone: 831-392-1500 office

Craig Malin
CITY OF SEASIDE
City Manager
440 Harcourt Avenue
Seaside, CA 93955

6. TVP shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and TVP auditor shall be afforded access to the TVP' records, books, correspondence and other data relating to this MOU. TVP shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, TVP agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. TVP shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve TVP from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. TVP shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on September 1, 2018.

CITY OF SEASIDE

By: _____
Craig Malin
Its: City Manager

THE VILLAGE PROJECT, INC.

By: Mel Mason
Mel Mason
Its: Executive Director / Clinical Director

Cal VIP Budget Table: City of Seaside's Violence Intervention and Prevention Program

BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	\$197,851	\$231,932		\$429,783
2. Services and Supplies	\$5,525		\$108,912	\$114,437
3. Professional Services				
4. Community-Based Organization (CBO) Subcontracts	\$296,624	\$28,255	\$45,901	\$370,780
5. Indirect Costs				
6. Equipment/Fixed Assets		\$10,000		\$10,000
7. Project Evaluation		\$50,000		\$50,000
8. Other (Travel, Training, etc.)			\$25,000	\$25,000
TOTALS	\$500,000	\$320,187	\$179,813	\$1,000,000

Cal VIP CBO Subcontract Budget Table

Organization	Grant	Cash Match	In Kind Match	Total
RJP Inc.	\$71,400	\$13,142	\$4,708	\$89,250
Ladies First	\$15,000	\$2,250	\$1,500	\$18,750
Partners for Peace	\$86,293	\$0	\$21,573	\$107,866
Community Human Services	\$35,258	\$8,815	\$0	\$44,073
Village Project	\$42,049	\$4,048	\$6,464	\$52,561
Additional Funding For CBO(s)	\$46,624		\$11,656	\$58,280
Total:	\$296,624	\$28,255	\$45,901	\$370,780

1. Salaries and Benefits

a. Grant Funds Requested: \$197,851

Narrative Detail: Two part time resource coordinators will be hired at the Resource Center. Duties will include providing Spanish translation services, coordinating the Seaside Youth Employment program, and volunteer/ community service program. Total two-year Salary is \$167,008.

The Seaside Youth Employment program will be operating during both years of the Cal VIP grant. 20 youth will be recruited; they will be paid \$11.03 per hour for 280 hours (over 7 weeks). The Cal VIP Grant will cover ½ of the total cost which is \$30,844.

Match: \$231,932

Narrative Detail: The Youth Center Supervisor will devote a minimum of 50% of her time to the CalVIP project; this portion of her salary is \$32,581 per year. The full time Youth Violence Prevention Coordinator will devote 25% of his time to the project; this portion of his salary is \$14,519 per year. Total cost for two years equals = \$94,200.

The Recreation Superintendent will devote 25% of his time to the project per year. His salary is \$81,538 annually and 25% per year is \$20,384. The total match share for two years is \$40,769.

The Seaside Chief of Police or designee will devote 5% of their time to the project. Annual Salary is \$173,059 and 5% is \$8,653. The total match share for two years is \$17,306.

The Seaside Police Department School Resource Officer will devote 15% of their time on a regular basis to the project. Annual Salary is \$101,150 and 15% is \$15,173. Total two-year match share is \$30,346.

The Seaside Youth Employment program will be operating during both years of the Cal VIP grant. 20 youth will be recruited; they will be paid \$11.03 per hour for 280 hours (over 7 weeks). Seaside will match the remaining balance of the program which is 30,844.

Youth Education and Resource Center Part time Staff will be responsible for the day to day operation of the center. \$9234 per year will be allocated towards the match for a total of \$18,467.

2. Services and Supplies

a. Grant Funds Requested: \$5,525

Narrative Detail: The SYRC will spend approximately \$3,000 towards public outreach, information sessions, consumables and the mentoring program per year. \$2,525 will be designated for the Youth Employment program to assist with interview attire, bus passes and other items as needed.

b. Match: \$108,912

Narrative Detail: Central services for the Seaside Youth Resource Center over a two year period are \$108,912.

3. Professional Services

a. Grant Funds Requested: \$0

b. Match: \$0

Narrative Detail: N/A

4. Community-Based Organization (CBO) Subcontracts

a. Grant Funds Requested: \$296,624

Narrative Detail: The selected CBO's are diverse in their intervention and prevention services and dedicated to providing services in Seaside. See budget table. RJP: Grant funds will cover the salaries of school staff and administration. Ladies First: Grant funds will cover guest speakers, materials and equipment. Partner for Peace: Grant funds will cover the salaries of staff, supplies, and training. Community Human Services: Grant will cover instructor salaries and benefits, and mileage reimbursement. The Village Project: grant will cover a portion of staff salaries and benefits for the STEM program. There is an increase in CBO funding as compared to the original proposal. An additional \$46,624 is available to be distributed, because we are no longer funding two full time positions for the Resource Center.

b. Match: \$74,156

Narrative Detail: Seaside is requiring contracted CBO's to match a minimum of 25% either in kind or cash. See budget table. RJP: will match a portion of staff salary, benefits and supplies. Ladies First: will match 25% of grant funds with staff salaries and supplies. Partner for Peace: Offices, utilities, custodial support, and equipment. Community Human Services: will cover instructor salaries and benefits, and mileage reimbursement. The Village Project: will cover a portion of staff salaries and benefits for the STEM program. The additional CBO will be required to match a portion of their funding which is detailed in the spread sheet.

5. Indirect Costs

- a. Grant Funds Requested: \$0
- b. Match: \$0

6. Equipment/Fixed Assets

- a. Grant Funds Requested: \$0
- b. Match: \$10,000

Narrative Detail: Equipment will be purchased as needed and is estimated at \$5,000 per year. The employment program will need tablets to assist with their training and equipment inside the resource center will need maintenance and to be updated including new printers and computers for the homework center.

7. Project Evaluation

- a. Grant Funds Requested: \$0
- b. Match: \$50,000

Narrative Detail: Jan Roehl, Ph.D., will conduct the comprehensive evaluation of the Violence Intervention and Prevention Program on a contractual basis over the two year period. Jan Roehl: 588 hours x \$85/hour = \$50,000. Jan's salary increased due to the additional work incurred with adding CBO's.

8. Other (Travel, Training, etc.)

- a. Grant Funds Requested: \$0
- b. Match: \$25,000

Narrative Detail: Training will include expenditures for training and travel for staff to attend the LA Gang Conference, training programs targeting youth mental health, family advocacy, mentorship, and others as needed. Training costs will include registration, mileage, lodging, food and incidentals, \$5,000, per year for a total of \$10,000, Community advisory panels will meet either monthly or quarterly, and panelists will attend community program events. An estimate of their average hourly salary is \$75/hour. Total cost for two years is estimated at \$15,000. In addition funding will be used to support our community based partnership room rentals fees, as several partners will require use of City building and space for their programs. The total match for this category is \$25,000.

Senate Bill No. 840

5227-108-0001—For local assistance, Board of State and Community Corrections
9,000,000

Schedule:

- | | | |
|-----|--|-------------|
| (1) | 4945-Corrections Planning and Grant Programs | 9,000,000 |
| | (a) Grants to the City of Los Angeles | (1,000,000) |
| | Competitive grants to all other cities or to community-based | |
| | (b) organizations | (8,000,000) |

Provisions:

1. The Board of State and Community Corrections program awarding state grant funds from Schedule (1)(a) and (1)(b) shall be named the California Violence Intervention and Prevention Grant Program (CalVIP).
2. All CalVIP grantees shall provide a 100-percent match to state grant funds awarded from Schedules (1)(a) and (1)(b).
3. The amount appropriated in Schedule (1)(b) shall be for competitive grants to cities or community-based organizations. A grant shall not exceed \$500,000, and at least two grants shall be awarded to cities with populations of 200,000 or less.
4. In awarding CalVIP grants, the Board of State and Community Corrections shall give preference to applicants in cities or regions that are disproportionately affected by violence, and shall give preference to applicants that propose to direct CalVIP funds to programs that have been shown to be the most effective at reducing violence.
5. Each city that receives a grant from Schedules (1)(a) and (1)(b) shall distribute at least 50 percent of the grant funds it receives to one or more community-based organizations pursuant to the city's application.
6. Each city that receives a grant from Schedule (1)(b) shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas. Each city grantee shall also establish a coordinating and advisory council to prioritize the use of funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and local residents.
7. Applicants for CalVIP grant funds shall include clearly defined, measurable objectives for the grant in the proposal to the Board of State and Community Corrections. CalVIP grantees shall report to the Board of State and Community Corrections regarding their progress in achieving those objectives.
8. The Board of State and Community Corrections shall report to the Legislature pursuant to Section 9795 of the Government Code within 90 days following the close of the grant cycle on the overall effectiveness of the CalVIP program.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Scott Ottmar, Senior Engineer

DATE: November 15, 2018

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING TO JOIN THE INTEGRATED REGIONAL WATER MANAGEMENT GROUP FOR THE MONTEREY PENINSULA, CARMEL BAY AND SOUTH MONTEREY BAY REGION

PURPOSE & RECOMMENDATION

It is recommended the City Council adopt a resolution authorizing the city manager to execute a MOU to join the Integrated Regional Water Management Group for the Monterey Peninsula, Carmel Bay and South Monterey Bay Region.

BACKGROUND

The purpose of this Memorandum of Understanding (MOU) is to recognize a mutual understanding among entities in the southern Monterey Bay area regarding their joint efforts toward Integrated Regional Water Management (IRWM) planning. That understanding will continue to increase coordination, collaboration and communication for comprehensive management of water resources in the cities and unincorporated portions of the Monterey Peninsula, Carmel Bay, and South Monterey Bay Region (Region).

History and Regulatory Context

Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act was passed by California voters in November 2002. It amended the California Water Code (CWC) authorizing the Legislature to appropriate funds for IRWM projects. Propositions 84 and 1E, passed in 2006, and Proposition 1, passed in 2014, authorized the Legislature to appropriate additional funding for competitive grants for Integrated Regional Water Management (IRWM) projects. Proposition 3, the Water Infrastructure and Watershed Conservation Bond Initiative may also provide additional funding for projects in the IRWMP.

The initial MOU to form a Regional Water Management Group (RWMG) was fully executed on July 22, 2008 by the Big Sur Land Trust, the City of Monterey, Monterey One Water, the Monterey County Water Resources Agency, and the Monterey Peninsula Water Management District (MPWMD). The Marina Coast Water District and the Resource Conservation District of Monterey County were included as members in 2011 and 2012 respectively. The MPWMD is the lead agency for the Group.

Benefits of a IRWM Plan

A formally adopted IRWM Plan (IRWMP) is required by the State in order to be eligible to apply for grant funds to implement projects. An IRWMP must comply with Proposition 1 standards and must address, at a minimum, water supply, groundwater management, ecosystem restoration, and water quality. Senate Bill 985, adopted in 2014, required the incorporation of storm water resource plans to specifically consider projects that beneficially use wet and dry weather runoff collected from storm drainage infrastructure. A local regional Storm Water Resource Plan has been prepared and will be incorporated into the local IRWMP by the end of calendar year 2018.

The IRWMP is not a detailed plan for solving water management issues and implementing projects. Rather, the IRWMP provides a framework for agencies, non-profit groups, for-profit corporations and other stakeholders with missions and responsibilities to work together on common water management strategies, objectives, goals and projects. As such, the IRWMP takes into consideration the many plans and policies currently being implemented for water resource management, analyzes how these are interrelated and shows how projects and programs can have multiple benefits when grouped together. However, the IRWMP does not bind any agency or group to carry out particular actions, policies, or projects.

The 2014 passage of Proposition 1 allocated approximately \$4.2 million dollars to the Monterey Peninsula IRWMG. Previously approved projects for the City of Monterey and MPWMD to construct storm drain improvements and conduct disadvantaged community water conservation outreach has expended nearly \$500,000. The remaining \$3.7 million dollars is to be distributed evenly over two rounds, with first round of grant awards scheduled for late spring or summer of 2019.

The City intends to nominate two projects for consideration; an infiltration project at Del Monte Manor and a stormwater trash capture with water diversion to sanitary sewer project. With a preliminary budget of \$500,000, the Del Monte Manor project aims to alleviate occasional flooding of the open space at the corner of Yosemite Street and Sonoma Avenue caused by runoff from street and other properties in the area. Funding match requirements are waived for the Del Monte Manor project since the project directly benefits a disadvantaged community. The trash capture/water diversion project, with an estimated budget between \$2 & \$4 million, aims to satisfy the City's permit requirement to remove trash from the storm drain outfall. As an added benefit, the water diversion element of the project will divert storm drain flows to the sanitary sewer system for use by the Pure Water Monterey project. A fund match of up to 50% may be required for the trash capture/water diversion project. Feasibility studies for both projects are currently in progress.

ENVIRONMENTAL COMPLIANCE

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 “CEQA Guidelines,” Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

FISCAL IMPACT

Beyond staff participation in project evaluation and regular meetings of the Group, there are no fiscal impacts associated with executing the MOU. The amount of hours anticipated for staff participation will range, likely higher initially at 20-30 hours per month and gradually decreasing to 2-3 hours per month upon completion of project evaluations.

ATTACHMENTS

1. Resolution
 2. MOU
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING TO JOIN THE INTEGRATED REGIONAL WATER MANAGEMENT GROUP OF THE MONTEREY PENINSULA, CARMEL BAY, AND SOUTH MONTEREY BAY REGION

WHEREAS, The State of California desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private (for profit) entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions; and

WHEREAS, a formally adopted IRWM plan is required by the State in order for water and water quality projects to be eligible for grant funds; and

WHEREAS, sensible water resources planning and management frequently requires coordination with multiple jurisdictions and cooperating with non-public entities to protect, manage, and enhance water resources within the Monterey Bay Region; and

WHEREAS, on July 22, 2008, an initial MOU to form a Regional Water Management Group (RWMG) was fully executed by the Big Sur Land Trust, the City of Monterey, Monterey One Water, the Monterey County Water Resources Agency, and the Monterey Peninsula Water Management District; and

WHEREAS, The Marina Coast Water District and the Resource Conservation District of Monterey County were included as members in 2011 and 2012 respectively; and

WHEREAS, joining the Regional Water Management Group is consistent with City's commitment to be a leader in solving water and water quality challenges facing the community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside authorizes the City Manager to execute a Memorandum of Understanding, attached hereto, to join the Integrated Regional Water Management Group of the Monterey Bay, Carmel Bay, and South Monterey Bay Region.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 15th day of November, 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

AMENDED
**Memorandum of Understanding for
Integrated Regional Water Management in the
Monterey Peninsula, Carmel Bay, and South Monterey Bay Region**

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to recognize a mutual understanding among entities in the southern Monterey Bay area regarding their joint efforts toward Integrated Regional Water Management (IRWM) planning. That understanding will continue to increase coordination, collaboration and communication for comprehensive management of water resources in the cities and unincorporated portions of the Monterey Peninsula, Carmel Bay, and South Monterey Bay Region (Region).

- A. **Background and Description of Amendments.** The initial MOU to form a Regional Water Management Group (RWMG) was fully executed on July 22, 2008 by the Big Sur Land Trust (BSLT), a 501 (c) 3 organization, the City of Monterey, the Monterey Regional Water Pollution Control Agency (MRPWCA, now known as Monterey One Water or M1W), the Monterey County Water Resources Agency (MCWRA), and the Monterey Peninsula Water Management District (MPWMD). The MOU formed a Regional Water Management Group (RWMG) for the purposes of developing and implementing projects consistent with the guidelines set by the State of California for IRWM.

Subsequently, the Marina Coast Water District (MCWD) requested approval to become part of the RWMG and signed an amended MOU in June 2011 that includes MCWD as a member of the RWMG. In 2012, the MOU was amended to include the Resource Conservation District of Monterey County (RCD) as a member of the RWMG. In 2018, a number of additional organizations requested approval to become part of the MOU, including California State University Monterey Bay, Carmel Area Wastewater District, Carmel River Watershed Conservancy, Carmel Valley Association, City of Carmel-by-the-Sea, city of Del Rey Oaks, City of Sand City, City of Seaside, and Monterey County Resource Management Agency.

In 2014, voters passed Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act (Public Resources Code, sections 79700 - 79798), which authorizes the Legislature to appropriate funding for competitive grants for Integrated Regional Water Management (IRWM) projects. Funding is administered by the Department of Water Resources (DWR).

In 2015, representatives from the RWMGs representing the Central Coast region entered into discussions about a funding area agreement for Proposition 1 funds allocated to the Central Coast funding area. In 2016, the Central Coast RWMGs entered into a Memorandum of Agreement for Integrated Regional Water Management Planning and Funding in the Central Coast Funding Area to share Proposition 1 funding for the IRWM

grant program among the six Parties in a fair and equitable manner, and to reduce the need for the Parties to compete against each other for grant funds, which creates unnecessary economic inefficiencies in implementing each Planning Region's IRWM Plan.

(Pending approval by a majority of current RWMG members) This amended MOU reflects the addition of California State University Monterey Bay, Carmel Area Wastewater District, Carmel River Watershed Conservancy, Carmel Valley Association, City of Carmel-by-the-Sea, city of Del Rey Oaks, City of Sand City, City of Seaside, and Monterey County Resource Management Agency as members of the RWMG.

2. RECITALS

- A. The State of California desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private (for profit) entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions.
- B. Water resources management authority in the Region is currently distributed among various public agencies with a range of legal powers and regulatory responsibilities. These public agencies have definite jurisdictional boundaries, whereas sensible water resources planning and management frequently requires actions in multiple jurisdictions. Non-public entities within the Region have considerable interests in cooperating with public entities to protect, manage, and enhance water resources within the Region.
- C. (Pending approval by current RWMG members) Thirteen public entities and three non-profit entities in the Region with responsibility and interests in the management of water resources have agreed to form a Regional Water Management Group for the purposes of developing and implementing projects consistent with the guidelines set by the State of California for IRWM. These entities are:
 - Big Sur Land Trust (BSLT), a 501 (c) 3 organization;
 - California State University Monterey Bay
 - Carmel Area Wastewater District;
 - Carmel River Watershed Conservancy, a 501 (c) 3 organization;
 - Carmel Valley Association;
 - City of Carmel-by-the-Sea;
 - City of Del Rey Oaks
 - City of Monterey;
 - City of Seaside;
 - City of Sand City; Monterey One Water (M1W));
 - Monterey County Resource Management Agency;
 - Monterey County Water Resources Agency (MCWRA);
 - Marina Coast Water District (MCWD);
 - Resource Conservation District of Monterey County; and

- Monterey Peninsula Water Management District (MPWMD).
- D. The RWMG has defined an appropriate planning Region that takes into consideration jurisdictional limits, powers and responsibilities, and watershed and groundwater basin boundaries. The RWMG is taking the lead in overseeing and implementing a detailed IRWM Plan within the planning Region. The Region is generally described as encompassing approximately 347 square miles and consists of groundwater basins and coastal watershed areas contributing to the Carmel Bay and south Monterey Bay. The Region includes coastal watersheds from the southernmost portion of the San Jose Creek watershed north to the northern limit of the Seaside Groundwater Basin. The inland area is bounded by the Seaside Groundwater Basin to the north and by the Carmel River watershed to the south and east. The western limit of the planning Region generally coincides with the land and Pacific Ocean interface, but includes the Pt. Lobos, Carmel Bay, and Pacific Grove Areas of Special Biological Significance (ASBS) adjacent to the coastal portion of the Region.

The principal groundwater basins in the planning Region are the Seaside Groundwater Basin and the Carmel Valley Aquifer. The Region includes about 38 miles of the coast within the Monterey Bay National Marine Sanctuary, three ASBS, the Cities of Carmel-by-the Sea, Del Rey Oaks, Monterey, Pacific Grove, Sand City, Seaside, and unincorporated portions of Monterey County including the Carmel Valley watershed (255 square miles), Pebble Beach, the Carmel Highlands and portions of the Seaside Groundwater Basin adjacent to Highway 68 (also known as Canyon Del Rey). This description of the planning Region is not intended to be a limitation on projects and resource planning that may be shared between adjacent IRWM planning Regions (e.g., the Greater Monterey County IRWM planning Region to the north and east).

- E. The entities signatory to this MOU desire to link and integrate efforts to jointly oversee the development and implementation of a comprehensive Integrated Regional Water Management Plan for the Region and to allocate IRWM funding within the planning Region.

3. GOALS

The goals of the collaborative effort undertaken pursuant to this MOU are:

- 3.1 To implement a comprehensive IRWMP for the Region that will consider the strategies that are required by the State under CWC 79562.5 and 79564 and subsequent modifications required under Proposition 1. Eligible projects must yield multiple benefits and include one or more of the following elements

(Water Code §79743 (a - j)):

- ✓ **Water reuse and recycling for non-potable reuse and direct and indirect potable reuse**
- ✓ **Water-use efficiency and water conservation**

- ✓ **Local and regional surface and underground water storage, including groundwater aquifer cleanup or recharge projects**
 - ✓ **Regional water conveyance facilities that improve integration of separate water systems**
 - ✓ **Watershed protection, restoration, and management projects, including projects that reduce the risk of wildfire or improve water supply reliability**
 - ✓ **Stormwater resource management, including, but not limited to, the following:**
 - **Projects to reduce, manage, treat, or capture rainwater or stormwater**
 - **Projects that provide multiple benefits such as water quality, water supply, flood control, or open space**
 - **Decision support tools that evaluate the benefits and costs of multi-benefit stormwater projects**
 - **Projects to implement a stormwater resource plan developed in accordance with Part 2.3 (commencing with Section 10560) of Division 6 including Water Code § 10562 (b)(7)**
 - ✓ **Conjunctive use of surface and groundwater storage facilities**
 - ✓ **Water desalination projects**
 - ✓ **Decision support tools to model regional water management strategies to account for climate change and other changes in regional demand and supply projections**
 - ✓ **Improvement of water quality, including drinking water treatment and distribution, groundwater and aquifer remediation, matching water quality to water use, wastewater treatment, water pollution prevention, and management of urban and agricultural runoff**
 - ✓ **Regional projects or programs as defined by the IRWM Planning Act (Water Code §10537)**
- 3.2 To implement a comprehensive IRWMP for the Region that incorporates water supply, water quality, flood and erosion protection, and environmental protection and enhancement objectives.
- 3.3 To improve and maximize coordination of individual public, private, and non-profit agency plans, programs and projects for mutual benefit and optimal gain within the Region.
- 3.4 To help identify, develop, and implement collaborative plans, programs, and projects that may be beyond the scope or capability of individual entities, but which would be of mutual benefit if implemented in a cooperative manner.

- 3.5 To facilitate regional water management efforts that include multiple water supply, water quality, flood control, and environmental protection and enhancement objectives.
- 3.6 To foster coordination, collaboration and communication between stakeholders and other interested parties, to achieve greater efficiencies, enhance public services, and build public support for vital projects.
- 3.7. To realize regional water management objectives at the least cost possible through mutual cooperation, elimination of redundancy, and enhanced regional competitiveness for State and Federal grant funding.
- 3.8 To satisfy State requirements for incorporation of a Storm Water Resource plan developed for the Region in accordance with Part 2.3 (commencing with Section 10560) of Division 6 including Water Code § 10562 (b)(7)

4. DEFINITIONS

- 4.1 **Funding Area Agreement.** The agreement entered into between the six regions within the Central Coast funding area to allocate a portion of Proposition 1 IRWM funds to each planning region.
- 4.2 **Integrated Regional Water Management Plan (IRWMP or IRWM Plan).** The plan envisioned by state legislators and state resource agencies that integrates the strategies, objectives, and priorities for projects to manage water resources proposed by public entities, non-profit entities, and stakeholders within a defined Planning Region. The minimum plan standards are as shown in Appendix A of “Integrated Regional Water Management Grant Program Guidelines, November 2004, Department of Water Resources and State Water Resources Control Board, Proposition 50, Chapter 8,” as revised. Minimum IRWM Plan standards may be revised from time to time by the State of California.
- 4.3 **Integration.** The combining of water management strategies and projects to be included in an IRWMP.
- 4.4.a **Lead Agency for IRWM Plan Development.** The Monterey Peninsula Water Management District is designated by the Regional Water Management Group to lead the development or implementation of an Integrated Regional Water Management Plan for the Region.
- 4.4.b **Lead Agency for IRWM Grant Applications.** The Regional Water Management Group may designate any entity in the Regional Water Management Group to be the Lead Agency in making application to the State for grant funds.
- 4.4.c **Lead Agency for Executing a Central Coast funding area agreement.** The entity the Regional Water Management Group designates to represent the Monterey Peninsula Region to execute a Funding Area Agreement.
- 4.5 **Non-profit Agency.** A 501 (c) (3) corporation, conservancy, group or other organization involved in water resources management in the Region.
- 4.6 **Private Agency.** A private or publicly held for-profit corporation or property owner involved in water resources management in the Region
- 4.7 **Project.** A specific project that addresses a service function.
- 4.8 **Public Agency.** A state-authorized water district, water agency, water management agency or other public entity, be it a special district, city or other governmental entity, responsible for providing one or more services in the areas of water supply,

- water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning and aquatic habitat protection and restoration.
- 4.9 **Region.** The area defined by the Regional Water Management Group (RWMG) consisting of watersheds, sub-watersheds and groundwater basins under the jurisdiction of one or more entities within the RWMG.
 - 4.10 **Service Function.** A water-related individual service function provided by a private, public, or non-profit entity, i.e. water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood protection, watershed planning, recreational facilities, and habitat protection and restoration.
 - 4.11 **Signatory Entity.** A public, private, or non-profit entity within the Region that is signatory to this MOU.
 - 4.12 **Stakeholder.** A non-signatory public, private, or non-profit agency identified in the IRWM Plan with an interest in water resources management within the Region.
 - 4.13 **Stormwater Resource Plan.** The plan developed for the Region that identifies stormwater capture project opportunities.
 - 4.14 **Technical Advisory Committee.** The committee organized to advise the Regional Water Management Group and Stakeholders concerning the IRWM Plan. Normally, the group will be comprised of individuals with technical backgrounds in the fields of marine and freshwater biology, ecology, geology, engineering, hydrogeology, planning, resource conservation, riparian systems, water conservation, and water quality. However, stakeholders with interests in a particular aspect of resource or project management, but not necessarily a technical background, may also be considered for inclusion in the TAC.
 - 4.15 **Regional Water Management Group.** The group of entities that takes the lead in overseeing the development and implementation of the Integrated Regional Water Management Plan within the Planning Region. (a list of members of the Regional Water Management Group is provided in Recital C)
 - 4.16 **Water Management Strategies.** Plans for and activities to be considered in an IRWMP include, but are not limited to, ecosystem restoration, environmental and habitat protection and improvement, water-supply reliability, flood management, groundwater management, recreation and public access, storm water capture and management, water conservation, water quality improvement, water recycling, and wetlands enhancement and creation.

5. IRWMP PARTICIPANTS

- 5.1 **Adopting Entities.** The entities in the Region that participate in the development, adoption, and implementation of the Integrated Regional Water Management Plan for the Region. Each entity intending to carry out a project proposed in the IRWMP must formally adopt the IRWMP or provide written substantiation of acceptance by the governing authority of the entity. For a public agency, adoption of the IRWMP is by formal resolution of the governing body. For a non-profit or for-profit entity, proof of acceptance of the IRWMP by the equivalent of a public agency governing body is required (e.g., by a board of directors or other management entity).
- 5.2 **Stakeholders.** Entities, such as other public, private, and non-profit entities, business and environmental groups, that are considered valuable contributors to the understanding and management of the Region's water resources.

- 5.3. **Regulatory Agencies.** These agencies, including, but not limited to, the State Water Resources Control Board, Central Coast Regional Water Quality Control Board, California Coastal Commission, U.S. Army Corps of Engineers, California Public Utilities Commission, National Marine Fisheries Service (NOAA Fisheries), U.S. Fish and Wildlife Service, and the California Department of Fish and Wildlife, will be invited to participate in the development and implementation of the IRWMP.
- 5.4 **Regional Water Management Group.** The group of entities that takes the lead in developing and implementing an Integrated Regional Water Management Plan within the Planning Region.

6. MUTUAL UNDERSTANDING

- 6.1. **Subject matter scope of the IRWMP.** The IRWMP for the Region will include, but is not limited to, water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning, erosion prevention, and habitat protection and restoration. It is acknowledged that the proposals contained in the IRWMP may be based, in part, on the land-use plans of the member entities local governments such as Cities, Monterey County, and special districts located within the Region. Therefore, the resultant IRWMP will by design have incorporated the land-use plans and assumptions intrinsic to the respective water-related service function.
- 6.2. **Geographical scope of the IRWMP.** The area for this Memorandum is generally defined as the watersheds and associated groundwater basins contributing to the south Monterey Bay and Carmel Bay as shown in Figure 3-1: Map of Monterey Peninsula Integrated Regional Water Management Planning Region in the IRWM Plan.

The Region includes coastal watersheds from the southernmost portion of the San Jose Creek watershed north to the northern limit of the Seaside Groundwater Basin. The inland area is bounded by the Seaside Groundwater Basin to the north and by the Carmel River watershed to the south and east. The western limit of the planning Region generally coincides with the land and Pacific Ocean interface, but includes the Pt. Lobos, Carmel Bay, and Pacific Grove Areas of Special Biological Significance (ASBS) adjacent to the coastal portion of the Region.

However, it is recognized that the geographic scope represented in the IRWM Plan may be amended to include projects that are implemented cooperatively between IRWM planning regions (e.g., with the Greater Monterey County IRWM planning region) and is not intended to be a rigid boundary.

- 6.3. **Approach to developing the IRWMP.** It will be the responsibility of each entity signatory to this Memorandum to provide the Lead Agency with information for the IRWMP concerning project proposals or to identify the need for a water management strategy for each service function provided by a signatory entity.

In order to be included in the IRWMP, all proposals for development of water management plans and water development project proposals related to the IRWMP must meet the standards identified in the IRWM Plan for the Region.

A technical advisory committee consisting of staff representatives from the Regional Water Management Group, other Stakeholders and such other organizations as may become contributing entities, will review proposed management plans and project proposals for consistency with the IRWMP and recommend a prioritized list of projects to be carried out within the Region. The Regional Water Management Group and Stakeholders will meet to review the recommendation made by the TAC.

- 6.4. **Approval of prioritized project list.** Approval of the prioritized project list should occur by consensus of the Regional Water Management Group and Stakeholders and should be based on the prioritization process described in the IRWMP and the recommendations of the Technical Advisory Committee. However, if a consensus cannot be reached among the Stakeholders and Regional Water Management Group, the Regional Water Management Group may make a final determination of the prioritized project list.
- 6.5. **Adoption of the IRWMP.** Plan adoption will occur by approval of the governing board of each entity. Each member of the RWMG shall adopt the IRWM Plan or an amended IRWM Plan, when the Plan becomes available. Project proponents named in an IRWM grant application shall adopt the IRWM Plan or amended IRWM Plan prior to submittal of the grant application. It should be noted that the adopted Plan and project list may be amended from time to time as described below.
- 6.6. **Amendment of IRWMP or Prioritized Project list.** The IRWM Plan and prioritized project list may be amended from time to time. Any member of the Regional Water Management Group or Stakeholders may request that the Lead Agency convene a meeting of the Regional Water Management Group and Stakeholders for the purposes of amending the IRWM Plan or the prioritized project list. However, it is anticipated that the IRWMP or prioritized project list will be amended no more frequently than annually, unless more frequent amendments are required to meet State IRWM standards or grant application cycles. An amended IRWM Plan must be consistent with State IRWM standards as described in Definition 4.1 “Integrated Regional Water Management Plan” and any subsequent revisions by the State to IRWM guidelines.
- 6.7. **Project Implementation.** Project proponents will be responsible for completing proposed projects and providing project reports to the Lead Agency.
- 6.8. **Project Monitoring.** The Regional Water Management Group will be responsible for monitoring the implementation of the IRWMP. The technical advisory committee will regularly report to the General Managers and Governing Boards of the Regional Water Management Group regarding progress on the development and implementation of the IRWMP. The Lead Agency will be responsible for coordinating data collection and dissemination.
- 6.9. **Grant Applications.** The Regional Water Management Group will designate a Lead Agency to apply for grant funds. The Lead Agency for each grant application

should have a mission and expertise that is consistent with the purpose of the grant being applied for.

- 6.10 **Central Coast funding area agreement.** The RWMG designates MPWMD to execute a funding area agreement on behalf of the Monterey Peninsula Planning Region.
- 6.11 **Grant Awards and Agreement.** The Lead Agency will be the grantee and administer the grant on behalf of the Regional Water Management Group and Stakeholders.
- 6.12 **Participation in Regional Water Management Group (RWMG).** Any qualified stakeholder may petition to become a member of the RWMG. A qualified stakeholder must demonstrate an interest, responsibility or authority over one or more resources within the region; The RWMG shall consider such a request for a change to the RWMG and shall vote by majority to accept or reject the request.
- 6.13 **Length of Term in Regional Water Management Group.** Members of the RWMG may change from time to time, depending on the level of resources available to each entity. However, there is no required minimum or maximum length of time required as a member of the RWMG. If an entity withdraws from the RWMG, the remaining entities should attempt to replace the interest, responsibility or authority lost by the withdrawal.
- 6.14 **Rights of the Parties and Constituencies:** This MOU does not provide any added legal rights or regulatory powers to any of the signatory parties, or to the RWMG as a whole. This MOU does not of itself give any party the power to adjudicate water rights, or to regulate or otherwise control the private property of other parties. This MOU does not contemplate the parties taking any action that would adversely affect the rights of any of the parties, or that would adversely affect the customers or constituencies of any of the parties.
- 6.15 **Termination.** An entity signatory to this MOU may withdraw from participation upon 30 days advance notice to the other signatory entities, provided it agrees to be financially responsible for any previously committed, but unmet resource commitment.
- 6.16 **Personnel resources.** It is expected that the General Managers and/or other officials of each entity signatory to this MOU will periodically meet to insure that adequate staff resources are available to implement the IRWM Plan.
- 6.17. **Other on-going regional efforts** Development of the IRWMP is separate from efforts of other organizations to develop water-related plans on a regional basis around Monterey Bay and the Central Coast. As the IRWMP is developed and implemented, work products may be shared to provide other entities and groups with current information.

7. RECORD OF AMENDMENTS

- 7.1 June 2010 – add Marina Coast Water District to RWMG. Revise Goals, Definitions and MOU terms to reflect Proposition 84 requirements.
- 7.2 March 2012 – add process to change RWMG, define when plan is to be adopted, revise to Proposition 84 standards
- 7.3 August 2012 – add Resource Conservation District of Monterey County to RWMG

- 7.4 DATE (by February 2019) – add California State University Monterey Bay, Carmel Area Wastewater District, Carmel River Watershed Conservancy, Carmel Valley Association, City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Sand City, City of Seaside, and Monterey County Resource Management Agency to RWMG

8. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

We, the duly authorized undersigned representatives of our respective entities, acknowledge the above as our understanding of the intent and expected outcome in overseeing the development and implementation of an Integrated Regional Water Management Plan for the Monterey Peninsula, Carmel Bay, and South Monterey Bay Region.

Big Sur Land Trust By: _____ Date: _____, 20____	Monterey County Water Resources Agency By: _____ Date: _____, 20____
Monterey Regional Water Pollution Control Agency By: _____ Date: _____, 20____	City of Monterey By: _____ Date: _____, 20____
Monterey Peninsula Water Management District By: _____ Date: _____, 20____	Marina Coast Water District By: _____ Date: _____, 20____
Resource Conservation District of Monterey County By: _____ Date: _____, 20____	California State University Monterey Bay By: _____ Date: _____, 20____

Carmel Area Wastewater District By: Date: _____, 20____	Carmel River Watershed Conservancy By: Date: _____, 20____
Carmel Valley Association By: Date: _____, 20____	City of Carmel-by-the-Sea By: Date: _____, 20____
City of Del Rey Oaks By: Date: _____, 20____	City of Sand City By: Date: _____, 20____
City of Seaside By: Date: _____, 20____	Monterey County Resource Management Agency By: Date: _____, 20____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: November 15, 2018

**SUBJECT: CONSIDER AN APPEAL OF A DENIED TREE PERMIT
APPLICATION FOR 1153 BUENA STREET**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to consider the resident's appeal of the denial for a permit to remove a Liquidambar Tree at the subject property. The City Council may either;

- Approve the request to remove one (1) liquidambar tree, or
- Deny the request to remove the tree and uphold the staff recommendation to retain the tree.

The appeal is allowed per the City of Seaside Municipal Code under Chapter 8.54 Trees, Section 8.54.130 Appeals

BACKGROUND

On October 9, 2018, David W. Cook submitted a Tree Permit Application to remove one (1) Liquidambar tree on private property at 1153 Buena Street due to tree roots threatening his driveway, sidewalk and house. The attached photo documentation shows the street-level view of the tree.

The Cook's property is located on the northern end of Buena Street off of Kimball Avenue. The tree requested to be removed is on the southeast corner of the property in a turf area.

On October 11, 2018, a certified arborist retained by the City inspected the tree requested to be removed by the applicant and made the determination that the Liquidambar tree is in excellent condition. The denied application, attached, was emailed to the applicant with the arborist recommendations.

On November 2, 2018, the applicant submitted a written appeal to City Hall (attached) that gives

the following evidence in support of his request for the tree be removed;

1. The main roots of the liquidambar tree are beginning to lift-up the edge of the driveway, and are threatening the sidewalk and the neighbor's retaining wall.
2. The applicant was advised by his landscaper that the cutting the roots and/or adding a barrier was not advised because it would be a temporary fix because the continued growth of the tree would break or go around the barrier.
3. The applicant was also advised by his landscaper that cutting of the roots would make the tree more vulnerable to blowing over in high winds.
4. The tree is approximately 15 years old and about 15 feet from the applicant's house. The applicant is concerned with possible damage to his house in the future from the tree coming down due to high winds.
5. The hard spiky fruit balls from the tree are a liability for twisted ankles and slipping.

It is recommended that the City Council consider the appeal by the resident and either:

- A) Approve the request to remove one (1) tree as originally requested, or
- B) Deny the request to remove the tree and uphold the staff recommendation to retain the tree.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Photos 1153 Buena St
2. Report by Arborist on 1153 Buena Street
3. Appeal by Applicant 1153 Buena St Tree Removal

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Photo Documentation, 1153 Buena St



Rick Riedl - Re: TP 1153 Buena St

From: Albert Weisfuss <albertweisfuss@gmail.com>
To: Jacqueline Tulua <JTulua@ci.seaside.ca.us>
Date: 10/12/2018 11:34 AM
Subject: Re: TP 1153 Buena St
CC: Dave Fortune <DFortune@ci.seaside.ca.us>, Julio Cisneros <JCisneros@ci.s...

Hi Dave. This is a liquidamber in excellent condition that develops on the SE corner of the property. The area is turfed with adequate space for development. No visible damage to the driveway or sidewalk is noted.

Recommend retain the tree and install root barrier near hardscape for preventative care and / or root prune to prevent future damage.







Sent from my iPad

On Oct 9, 2018, at 1:02 PM, Jacqueline Tulua <JTulua@ci.seaside.ca.us> wrote:

Good afternoon,

Please see the attached tree permit application for 1153 Buena St. Thank you!

[Jacqueline Fanene-Tulua](#)
[Sr. Administrative Assistant](#)
[Community Development](#)
[440 Harcourt Ave.](#)
[Seaside, CA 93955](#)
[\(831\)899-6727](#)

<sharpcopter@ci.seaside.ca.us_20181009_110135.pdf>

NOV 02 2018

COMMUNITY
DEVELOPMENT

Appeal to the City Council of Seaside, CA

From **David W. Cook**, in reference to: the permit file number **0018755**

Attached: 1 copy of the permit application along with the Recommendation copied on the back.

Please note that the address at the top of the Recommendation is the incorrect address (735 Trinity St) compared with my correct address on the permit application. The observation recorded describes the location of the property correctly, despite the fact the address it is attached to is incorrect.

The reason I asked the city for a permit to remove the tree described in my application and properly identified in the Recommendation is because my very experienced landscaper observed that one of the main roots of the liquidambar tree was just beginning to lift-up the edge of my driveway, and was threatening my sidewalk and my neighbor's retaining wall. This was easily discernable by the rising of the root structure above the ground revealing the direction of travel. I asked him about cutting the roots and/or adding a barrier. He said that would be a temporary fix, but with the continued growth of the tree, it would break or go around the barrier one way or another. The other liability he pointed out was that cutting the roots would make the tree more vulnerable to blowing over in high winds.

The tree is already close to, if not past, 40 feet high. The trunk is greater than a foot in diameter in the lowest 3 feet of the trunk, and it is only 15 years old. These trees live for 400 years and can grow to 130 feet. The trunk is currently 15 feet from the corner of my garage. The tree is a hard wood, so having the tree come down on the house could cause severe damage to my house, or my neighbor's house, or our powerlines, depending on the direction of the wind. The reach of the branches is already over the corner of the roof of the garage.

To wait to address these issues until the tree has already done damage to property or life, is imprudent to say the least. The reason I am requesting removal now, is to be proactive before the tree becomes a hazard. In my research on the web I discovered that arborists and former tree owners have confirmed, and even expanded on, what my landscaper expects to be the future damage from this tree. An additional liability to the tree is its fruit. The fruit is a very hard, spiky ball the size of a medium sized marble that drop-in abundance from the tree at this time of year. Many people elsewhere have either twisted their ankle or slipped because of that fruit, causing them to fall to the ground.

Please believe me, we think the tree is beautiful and hate the thought of taking it out, but our landscaper is not the first person to say we will have problems with the tree. Our removal of the tree will only be a gap for as long as it takes to bring it down and remove the stump and root structure. As soon as that space is clear, we intend to fill it with a tree that will fill that space beautifully, but without the root and size dangers. We understand the city's interest is good healthy forestation and want that too. But this tree is not the right tree for this space. Please accept my application for removal, with the understanding that I will replace it as soon as possible.

Respectfully,



CITY OF SEASIDE ~ RESOURCE MANAGEMENT DEPARTMENT
440 HARCOURT AVENUE ~ SEASIDE, CA 93955
(831) 899-6825



APPLICATION FOR PERMIT TO TRIM, REMOVE OR PLANT A TREE
ON PRIVATE PROPERTY

File Number: 0018755

Name of applicant: David W. Cook Telephone: 831-601-7122

Tree location address: 1153 Buena St, Seaside, CA 93955

Property owner name: Same Telephone: Same

Mailing Address: Same

E-Mail: dave.cook@crumilitary.org City State Zip

Please Provide Reason For: ☐ TRIMMING ☒ REMOVAL ☐ PLANTING

The liquid amber in my left front yard is threatening my driveway, sidewalk & house with its root structure.
Please sketch or attach drawing or picture(s) of the location of tree(s) on the property:

See attached photo

Property Owner Signature: David W Cook Date: 10/9/18

(Park Staff Use Only)

CITY STAFF RECOMMENDATION: PLEASE SEE RECOMMENDATIONS ATTACHED

CONDITIONS FOR TREE REMOVAL / TRIMMING: Rec# 00248035

☐ GRIND STUMP ☐ REPLANT A TREE ☐ OTHER

APPROVED: ☐ DISAPPROVED: ☒

Resource Management Services Authorized Agent: [Signature] Date: 10/24/18

****Tree Permit Fee Based On Council Adopted Fee Schedule****
****All fees are non-refundable****

**THIS PERMIT SHALL EXPIRE IF NOT IMPLEMENTED WITHIN 45 DAYS
FROM THE DATE OF APPROVAL**

FOR TREE PERMIT INFORMATION, PLEASE CALL (831) 899-6833
Please Allow 5 Business Days for Processing

**NOTE: ORIGINAL TO RESOURCE MANAGEMENT FILE - PDF TO CODE ENFORCEMENT - PDF COPY
TO PARKS DEPARTMENT 11/12/15**

735 Trinity St

Observations

This is a liquidamber in excellent condition that develops on the SE corner of the property. The area is turfed with adequate space for development. No visible damage to the driveway or sidewalk is noted.

Recommendation

Recommend retain the tree and install root barrier near hardscape for preventative care and / or root prune to prevent future damage.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: November 15, 2018

SUBJECT: **COASTAL ADMINISTRATIVE PERMIT NO. CAP-18-01: THE MONTEREY PENINSULA AUDUBON SOCIETY, APPLICANT, IS REQUESTING AUTHORIZATION FROM THE CITY COUNCIL TO PROCESS A COASTAL ADMINISTRATIVE PERMIT ON CITY IWNEED PROPERTY FOR THE PLACEMENT OF A TERN RAFT AT THE SOUTHERN END OF ROBERTS LAKE TO SERVE AS A FLOATING ECOLOGICAL BIRD HABITAT ISLAND. THE PROJECT SITE IS LOCATED IN THE COASTAL PARKS AND OPEN SPACE (CPOS) ZONING DISTRICT OF THE CITY OF SEASIDE LOCAL COASTAL IMPLEMENTATION PLAN. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 15301(A) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

PURPOSE & RECOMMENDATION

In accordance with Section 2.5.B - Nature Preserve, of the Seaside Coastal Implementation Program (CIP), the installation of a nature based ecological habitat station is subject to the issuance of a Coastal Administrative Permit (CAP). The City Council must provide authorization for the use of a permit on City owned property. Staff recommends that the City Council adopt the Resolution provided as Attachment 1 to the Staff Report to accept the findings, evidence and Conditions of Approval for the proposed Coastal Administrative Permit

BACKGROUND

The proposed tern raft will be located at the southern end of Roberts Lake as shown on Attachment 2. The adjoining land uses consist of a hotel to the north, hotels and a fast food restaurant to the east, sand dunes and roadway to the west and lake area to the north. Site photographs of the project location on the lake are provided as Attachment 3.

The Heermanns Gull is a migratory bird species which are known to travel between the islands in the Gulf of California, Mexico, to the south, and as far as British Columbia, Canada, to north.

These gulls can be found both near shore or well out to sea, however, they are primarily coastal birds, choosing beaches, rocky shorelines, small off-shore islands, estuaries, kelp beds, and lagoons as roosting sites. The Heermann's Gull have become an emergent bird species in the Monterey Bay and sought to establish nesting areas around the Roberts lake area. To accommodate this "bird breeding pattern", the City of Seaside had three islands constructed in Roberts Lake as part of the Laguna Grande and Roberts Lake restoration project that took place between 1987 and 1989. These islands were intended to be vegetated, as plant roots were necessary to hold them together. Aerial Photo of the island locations is provided as Attachment 3. Over time, Island 1 and Island 2 have sunk and/or disintegrated with Island 3 becoming too densely overgrown with vegetation to allow for the proper breeding environment. Attachment 4 provides an overall depth of Roberts Lake. The submerged islands are approximately 1-2 feet below the water. The remainder of Roberts Lake is 3-7 feet in depth. The Heermanns Gull prefers a sandy area covered with rocks and wood debris to conceal their eggs within an area where their nests are closely located.

With the sinking and disintegration of the islands in Roberts Lake, the Heermann's Gull have resorted sought refuge on the rooftop of commercial buildings. Their most recent location was on the roof of the former two-story McDonald's building directly across the street from Roberts Lake to north at 1516 Canyon Del Rey Boulevard. As a result of this building being destroyed as a result of a fire from a vehicle crashing into the structure, the Heermanns Gull are now seeking a refuge.

The applicants are seeking the consent from the City Council to place a 18' x 20' floating raft that emulates this type of environment. In accordance with the City's CIP, the installation of an ecological habitat within the CPOS zone is a permitted use. Per the CIP, all residents and property owners of the adjacent lands located within a 300 foot radius of Roberts lake have received notice of the City's intent to issue a Coastal Administrative Permit for the proposed use and the City Council hearing date whereby the Council will consent to and enter into an agreement with the applicant for the placement and maintenance of the tern raft on City owned property (Roberts Lake).

PROJECT DESCRIPTION

The tern raft will be positioned on the southern end of the lake and will be anchored to the bottom of the lake with stainless steel cable system as shown on project plans provided as Attachment 5. The applicant is proposing to model their raft after "tern rafts," which have gained popularity in the UK to create nesting habitat for gulls and terns. They can be built with a recycled plastic or wood frame, and use polystyrene or empty plastic or metal drums as flotation devices. The applicant would likely lean toward plastic framing for the sake of longevity and durability. The raft would be around 18' x 20' in size. Building guidelines from the Royal Society for the Protection of Birds can be found here: http://ww2.rspb.org.uk/Images/Designofrafts_tcm9-212589.pdf. Nesting images of the Heermann's Gulls is provided as Attachment 6.

Rather than having re-entry ramps on the raft, the applicant would like to have plexiglass or UV treated PVC fencing sides that are about 18" in height, fastened with a rust-resistant metal. This will keep chicks on the raft until they fledge, and it will also allow them to be seen. It will also

prevent geese and other waterfowl from loafing on the island (which was a problem for the gulls on the original Roberts Lake islands).

Of note, while the nesting habitat of terns and Heermann's Gulls are very similar, terns tend to be tolerant of rafts that move quite a bit, whereas the Black-Headed Gull (a small gull that also likes to nest on these rafts) does not care for a highly mobile island. The raft would be covered with 1-2" of gravel, and add wooden beams and/or larger rocks to provide shelter and nooks and crannies for the gulls' nests and will protect them from predators.

The raft would also be modular, so that it could be added on to if more space is needed as the colony grows. The raft could also be constructed in segments to facilitate transportation, if need be. A video on the breeding biology of the Heermann's Gull on Isla Rasa in the Baja California can be accessed from the following web link:
https://www.youtube.com/watch?v=FUBX_tlHySc.

In the Resolution City staff has acknowledged that Roberts lake has been used for an annual model boat race. In discussion with the Audubon Society representative, the siting of the island has been placed at a location that model boat racing could occur between mid to late August and January. The main nesting period for Heermann's Gulls is between February and August. The Audubon Society would be granted non-exclusive use of Robert's Lake for this tern raft.

ENVIRONMENTAL

REVIEW

From an environmental standpoint, the project would qualify as being Categorically Exempt Class 4, Section 15304(d) from the California Environmental Quality Act. This exemption applies to projects that involve minor alterations in the condition of a waterway that results in the improvement of habitat for wildlife. The anchoring of the of the island would not alter the existing environment of the lake or hinder/negatively the migration or existence of any existing fowl or marine life.

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution
2. Attachment 1 - Exhibit A Project Plans
3. Attachment 2 - Location Map
4. Attachment 3 - Site Photos
5. Attachment 4 - Roberts Lake Depths
6. Attachment 5 - Project Plans
7. Attachment 6 - Bird Nesting Images

Meeting Date: November 15, 2018

- 8. Attachment 7 Newest Pictures
 - 9. Attachment 8 - Audubon Society Letter
 - 10. Attachment 9 - Public Comments Submitted
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, PROVIDING ITS CONSENT TO ALLOW FOR CITY STAFF TO PROCESS A COASTAL ADMINISTRATIVE PERMIT FOR THE PLACEMENT OF A FLOATING NATURE BASED TERN RAFT FOR HEERMANS GULLS NESTING LOCATED ON THE SOUTH SIDE OF ROBERTS LAKE IN THE COASTAL PARKS AND OPEN SPACE (CPOS) ZONING DISTRICT. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 1504(D)) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, the City of Seaside, applicant and property owner, has applied for a Coastal Administrative Permit to allow:

1. A nature based tern raft island to be used as a nesting and habitat eco-recreation station to be located on the South side of Robert's Lake in the Coastal Parks and Open Space (CPOS) zoning district.

WHEREAS, the proposed project requires non-discretionary approval under a Coastal Administrative Permit, and it is the responsibility of the City Council as the representatives of the City to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and the Seaside Local Coastal Program for activities that occur on City owned properties, and

WHEREAS, the City Council considered oral comments and written information concerning the proposed project at a duly noticed public meeting held on November 1, 2018 and November 15, 2018, and

WHEREAS, in accordance with the Guidelines for Implementation of the California Environmental Quality Act (CEQA), the project is exempt from the California Environmental Quality Act pursuant to Class 4, Section 15304(d).

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the following findings for Coastal Development Application No. CAP-18-01:

1. **The establishment, maintenance, or operation of the use or structure applied for will not under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvement in the neighborhood, or to the general welfare of the City.**

Evidence: The Coastal Administrative Permit (CAP) is for the installation of a 18-foot by 20-foot floating tern raft to be anchored to the lake bed of Roberts Lake approximately 1-2 feet below. The tern raft would be located within an area of the lake which previously

had two man-made islands designed as bird nesting/habitat areas which have sunk and/or disintegrated. The floating tern raft would be designed to resemble a natural nesting area for Heermann's Gulls and would not alter or adversely affect the adjoining Laguna Grande Regional Park open space area to the east or the commercial area to the north and south.

Evidence: The proposed development would be subject to the regulations set forth in the Seaside General Plan and the Local Coastal Program and would result in the installation of a floating tern raft that will provide an improved eco-restoration habitat site that would enhance the character of the community and recreational opportunities within the City's Coastal Zone.

- 2. The subject property is in compliance with all rules and regulations pertaining to the General Plan, zoning uses, subdivision, and any other applicable provisions of this Title, and any zoning violations have been resolved, including any abatement costs have been paid.**

Evidence: The proposed use is consistent with the City's General Plan Policy LU-1.3: The proposed project will enhance the identity of the City with the construction of a new, low cost eco-restoration bird habitat use within the City's Coastal Zone.

Evidence: The proposed use is consistent with the City's General Plan Policy LU-2.4: The proposed project will include the implementation of a nature preserve use consistent with the development standards outlined in the Coastal Implementation Plan.

Evidence: The proposed use is consistent with the City's General Plan Policy LU-4.1: The location of the park use will not result in any detrimental impact to the health, safety, and general welfare of the community.

- 3. The proposed project conforms to the public access and public recreation policies of the Coastal Act.**

Evidence: The proposed eco-restoration use will maximize the use of Roberts Lake by providing a safe nesting area for an emergent bird species which will maintain panoramic views for pedestrians at all lake viewing locations and surrounding environs and will enhance the public connectivity with the lake wildlife and fowl (Policy PAR-CZ-1.1.B).

Evidence: The proposed eco restoration tern raft will provide a lower cost visitor serving and public nature habitat facility (Policy PAR-CZ-1.1.D).

Evidence: The tern raft location has been sited on an area adjacent to a submerged island approximately 1-2 feet in depth so that the anchors will be installed without disrupting the natural habitat and provide a nesting area in order to be compatible with the adjacent environmentally sensitive habitat (ESHA) and to enhance the vegetative characteristics of Roberts Lake (Policy LUD-Z-3.1.A).

- 4. The proposed development is in conformance with plans, policies, and requirements of the certified Local Coastal Program Land Use Plan and complies with all regulations of the Certified Implementation Program. Specific findings shall be made with respect to the following:**

- a. The proposed development protects vegetation, natural habitats, and natural resources consistent with the LUP.**

Evidence: The project applicant will employ the use of Best Management Practices to ensure that the construction area is limited to the area over an existing submerged island approximately 1-2 feet below the water line and that there will be no silt or other sand/dirt entering the adjacent culvert controlling the flow of ocean water entering Roberts Lake to the west.

- b. The design, location, size, and operating characteristics of the proposed development is consistent with any applicable design plans and/or area plans incorporated into the LUP.**

Evidence: The location, size, and operating characteristics of the project will be compatible with the character of the site, the adjacent environmentally sensitive habitat area of Roberts Lake, and the land uses and development intended for the surrounding neighborhood by the Seaside General Plan and Local Coastal Program

- c. The proposed development maintains public access to and along the coast as set forth in the LUP.**

Evidence: The location of the proposed tern raft will not interfere with the existing crosswalks on the north and south sides of the Del Monte Boulevard and Canyon Del Rey Boulevard intersection which provides pedestrian and bicycle access to Roberts Lake and the interior trails/pathways within Roberts Lake which connect with public sidewalks on Canyon Del Rey that have direct connections to the coastal beach areas located within City of Seaside and the City of Monterey to the west.

- d. The proposed development is consistent with the LUP goal of providing visitor-serving needs as appropriate.**

Evidence: The proposed tern raft, as a non-exclusive use, will not have any impact on existing or future visitor-serving needs located within the Laguna Grande Regional Park boundaries, Roberts Lake or coastal boundaries located within the City of Seaside and the City of Monterey.

Evidence: The proposed project site improvements will be sited and constructed in accordance with the adopted development standards of the Coastal Implementation Plan for the City's certified Local Coastal Plan.

- e. The proposed development is consistent with the LUP goal of encouraging coastal dependent and related uses as appropriate.**

Evidence: The proposed project is for the implementation of a tern raft that would serve as a floating eco-restoration island to support habitat and nesting of Heermann's Gulls which would not detract from or impede the City's ability to encourage the establishment of coastal related uses and fowl/marine wildlife.

- f. The proposed development protects and where feasible enhances coastal resources.**

Evidence: The proposed development for the tern raft will be installed using Best Management Practices to ensure that the development area is contained to within the general location of the site plan included with the project plans and will not adversely affect the natural environs of Roberts Lake or Laguna Grande Regional Park.

Evidence: The granting of a Coastal Administrative Permit will not create significant noise, limitations on public access to the coastal zone, traffic, visual interference, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

BE IT FURTHER RESOLVED, that the City Council authorizes City staff to process a Coastal Development Permit Application No. CAP-18-01 subject to the following conditions:

Project Specific

Planning:

1. Except as modified by required conditions of approval, plans submitted for Coastal Development Permit approval shall substantially conform to the plans identified as "Roberts Lake Eco Tern Raft" stamped as received on November 1, 2018, and as approved by the Zoning Administrator on November 1, 2018. The project plans are provided as Exhibit "A".
2. Submit a grading and anchor system plan that in addition to showing how the tern raft is stabilized, it must also provide a maintenance plan to minimize negative impacts to adjacent properties and Roberts Lake.
3. The applicant shall enter into an agreement with the City of Seaside for the terms of allowing a tern raft to be placed within Roberts Lake and all terms with the removal of the tern raft if the raft is found to be maintained in noncompliance with the maintenance agreement or creates a documented impact on the visual character and natural migration of fowl and marine wildlife.

Standard:

4. This Coastal Administrative Permit is subject to procedures and requirements of Section 2.7 and Section 3.8 for the implementation of the project improvements, and those related to appeals and revocation in Section 3.12 of Title 18.10 of the Seaside Municipal.
5. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
6. Any proposed future development shall comply with the requirements of the Fire, Planning, Code Enforcement, Building and Public Works Departments.
7. The project shall comply with the requirements and the applicable ordinances of the Monterey Peninsula Water Management District (MPWMD).
8. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.
9. This shall expire and become void 12 months from the date of approval, or upon the expiration of another time limit established by the review authority, unless use has commenced within the required time limit or the City Council has granted an extension of time. In accordance with Section 3.8 of the CIP, the applicant must file request for time extension prior to expiration date of the Coastal Development Permit in order to receive consideration of a one-year time extension by the Commission.
10. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside, State of California, on the 15th of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

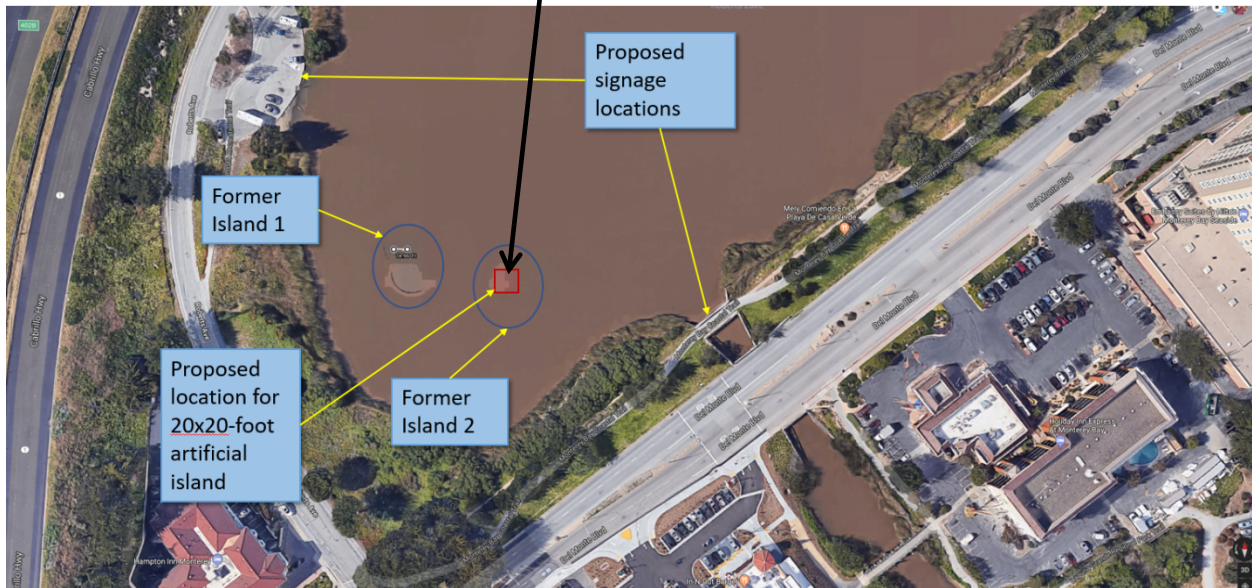
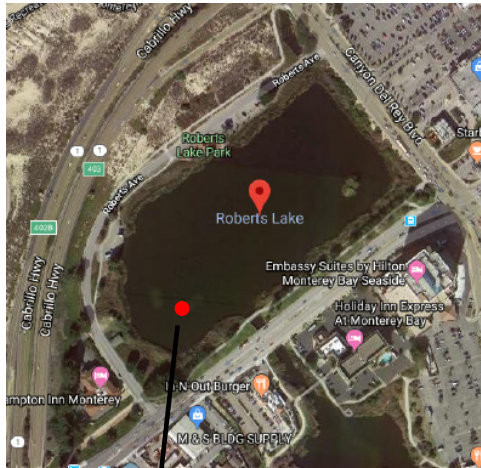
Ralph Rubio, Mayor

ATTEST:

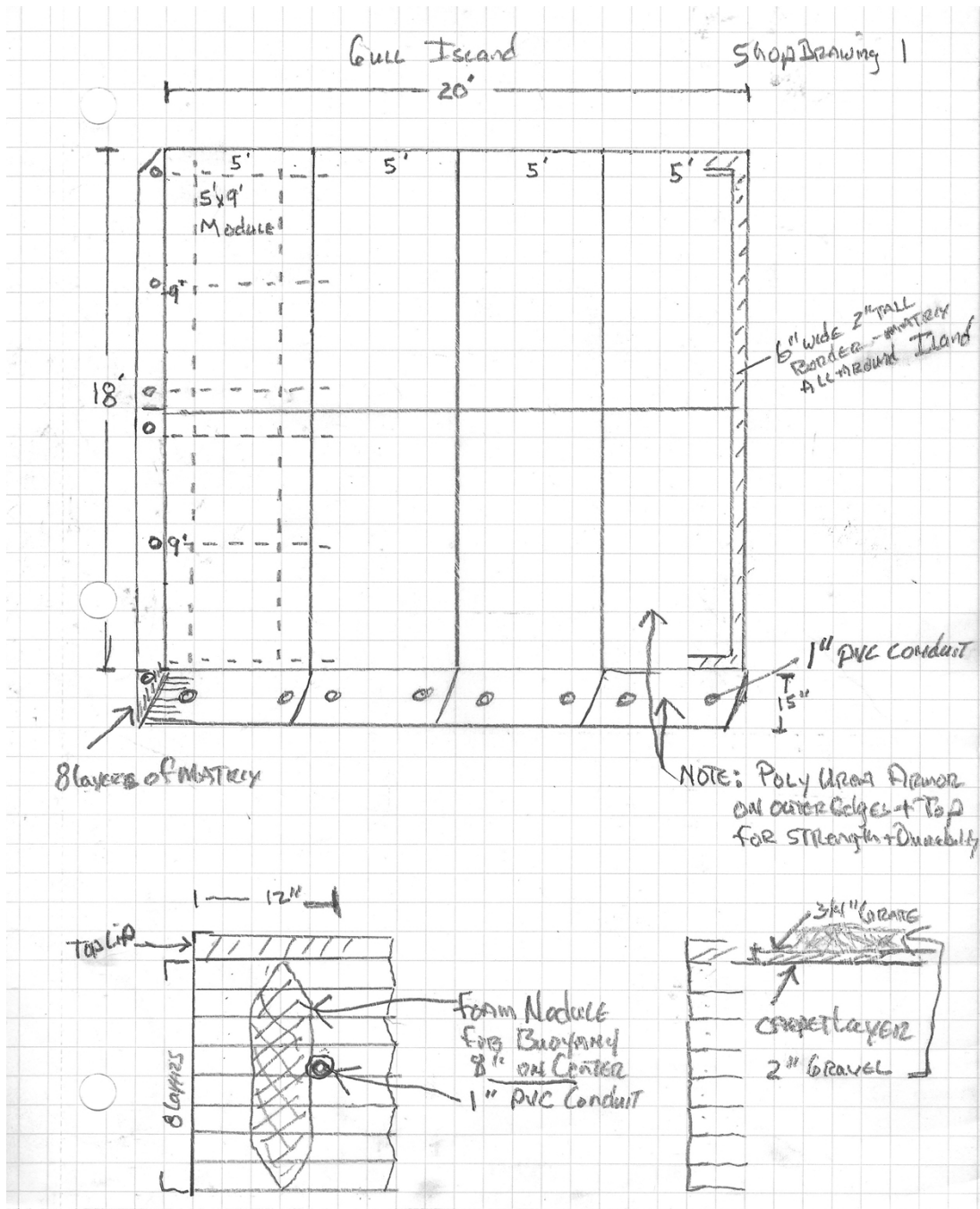
Leslie Milton, City Clerk

Site Plan

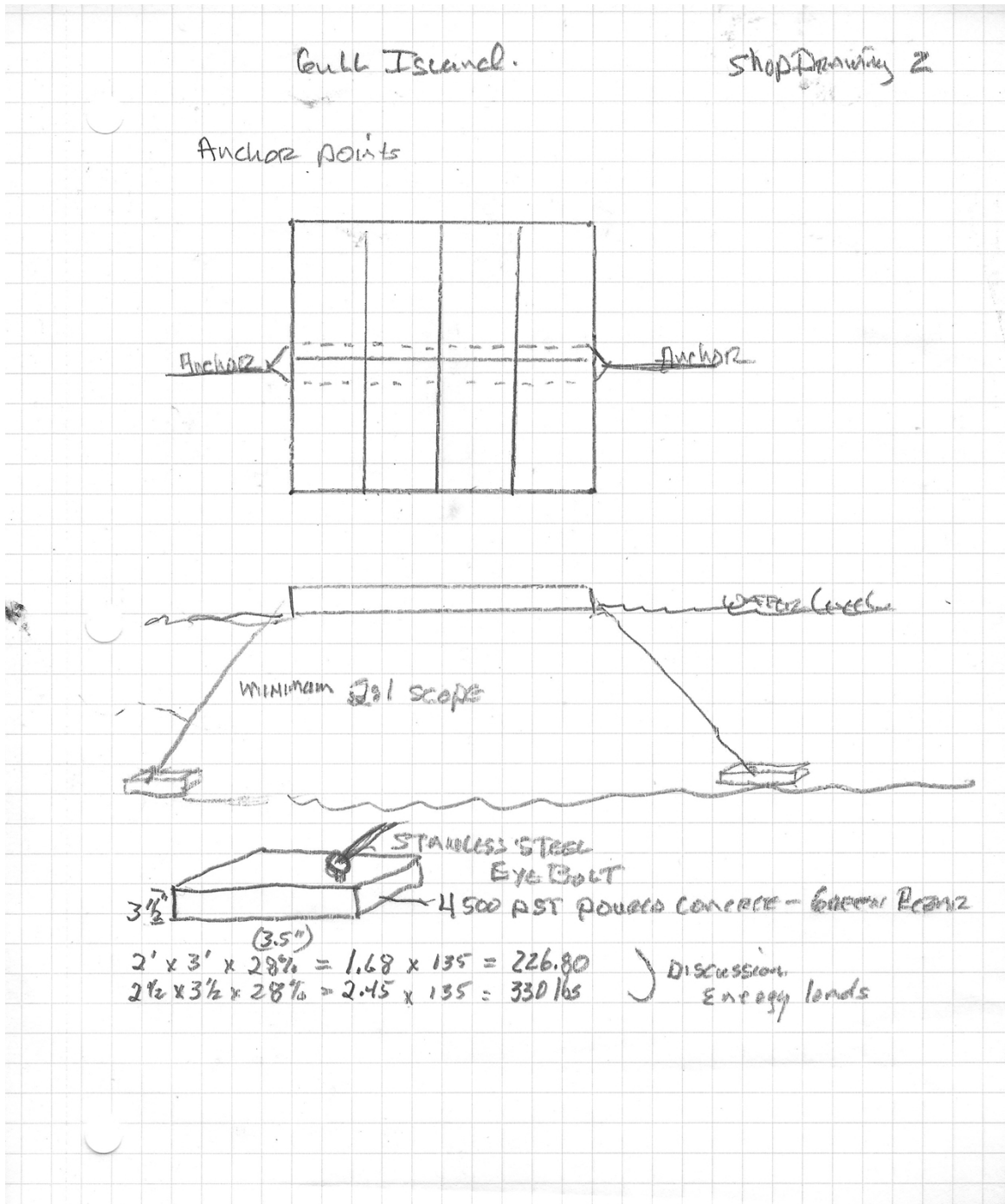
Location of Gull Island at Southern end of Roberts Lake



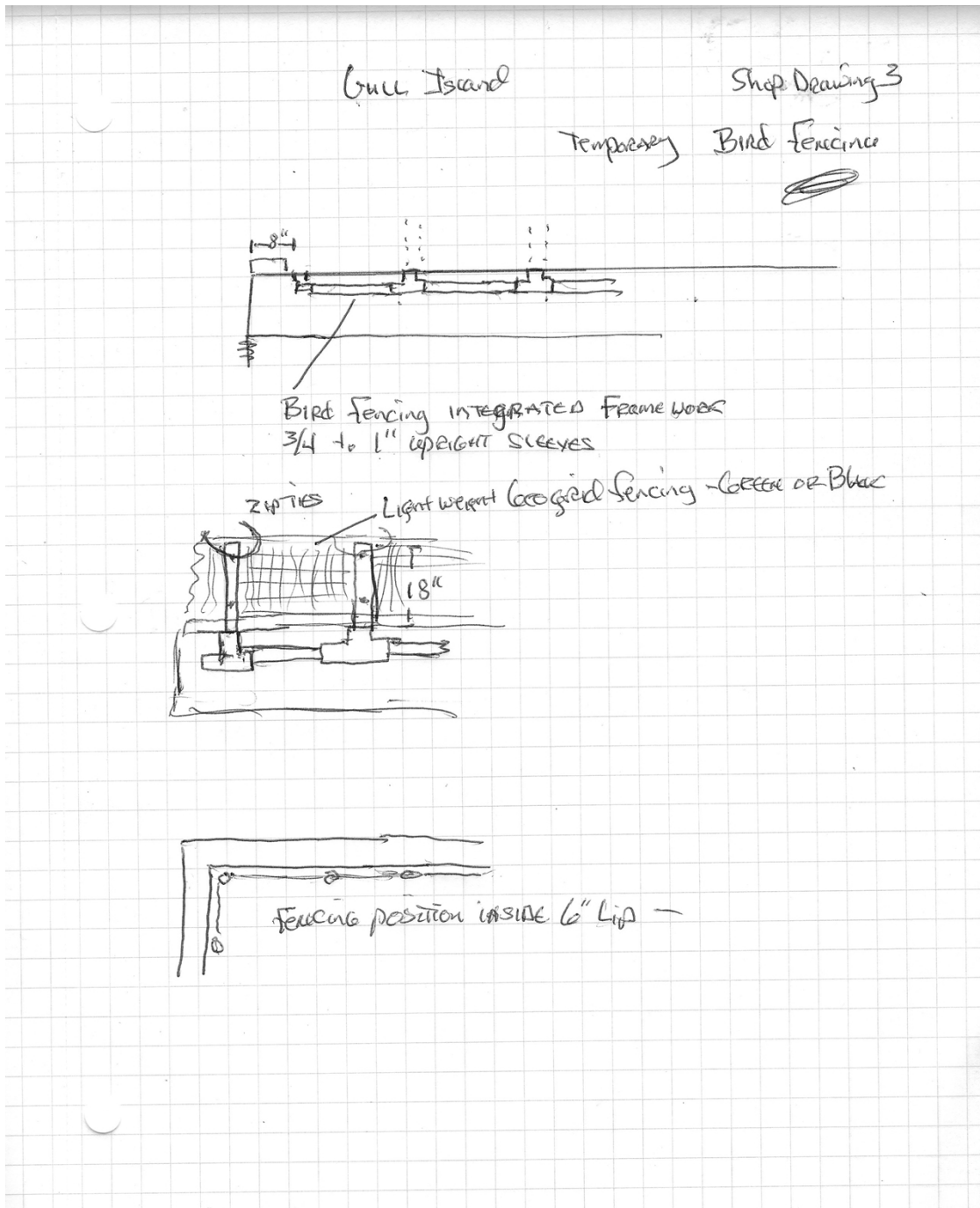
Overhead View of Gull Island



Anchor Plan for Gull Island



Fence Plan for Gull Island



Example of Tern Raft Island



Example of Plexi Glass Fencing

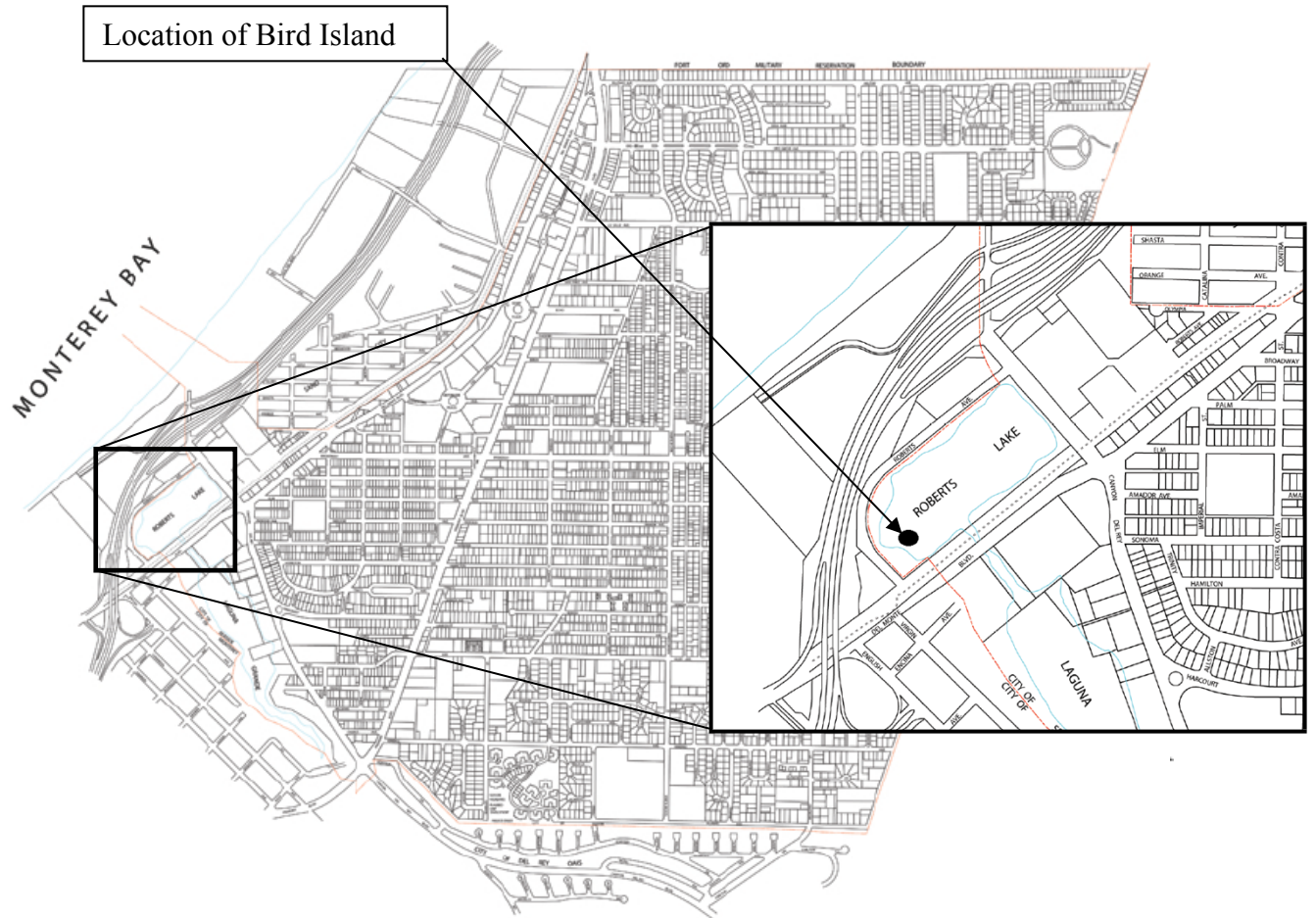


Example of Wire Mesh Fencing



Location Map

Project Site: Roberts Lake



Site Photos

Viewing location of site photos on Page 2 are listed in aerial photo below:

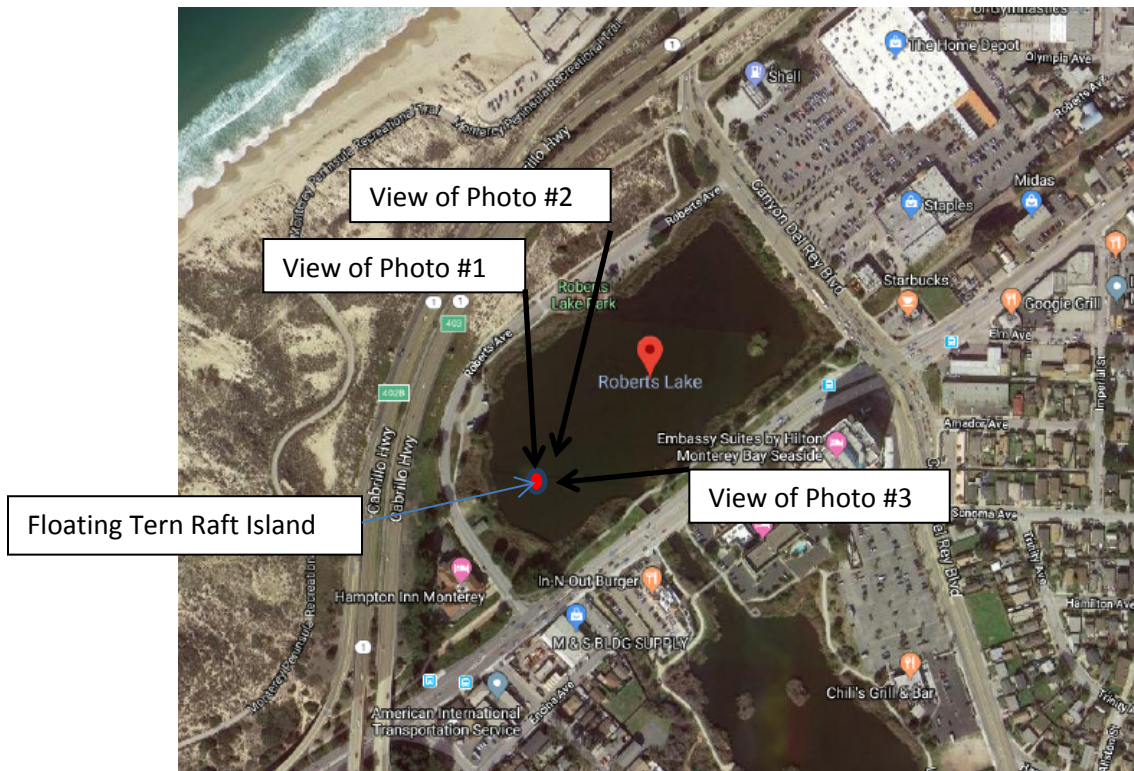




Photo #1



Photo #2



Photo #3

Water Depth Zones (Feet)

1
2
3
4
5
6
7
8
9

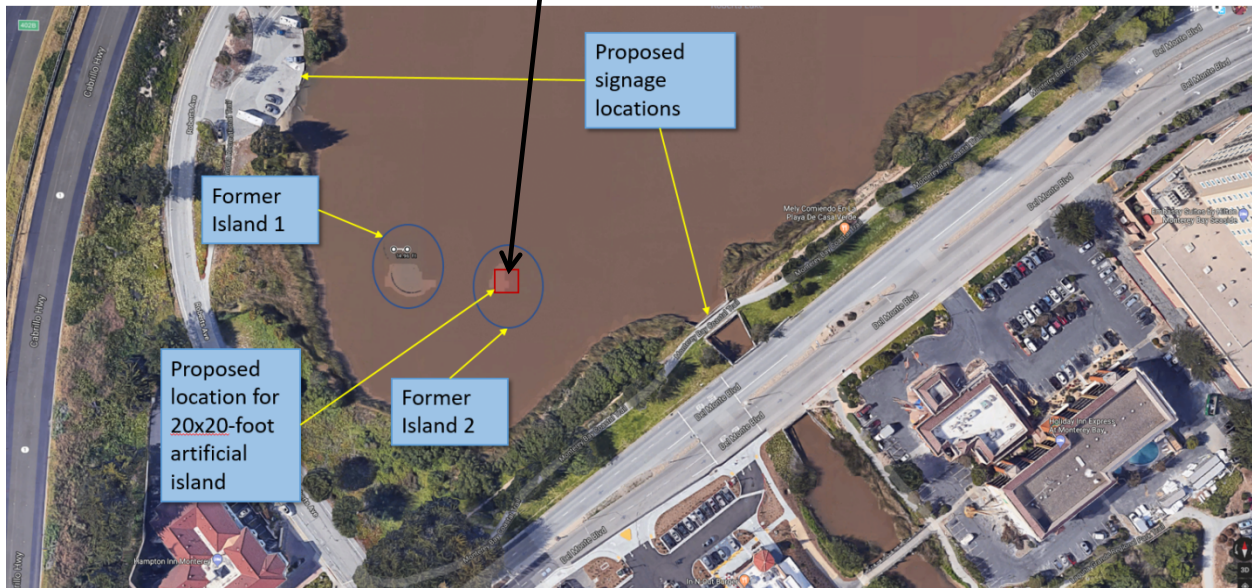
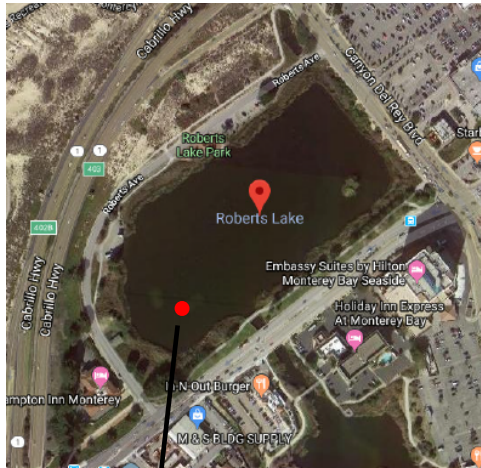
▲ Benchmark

Sources: Esri, DigitalGlobe, GeoEye, AeroMap, USDA, USGS, AEX, Geomapping, AerialGrid, IGN, IGP swissstopo, and the GIS User Community

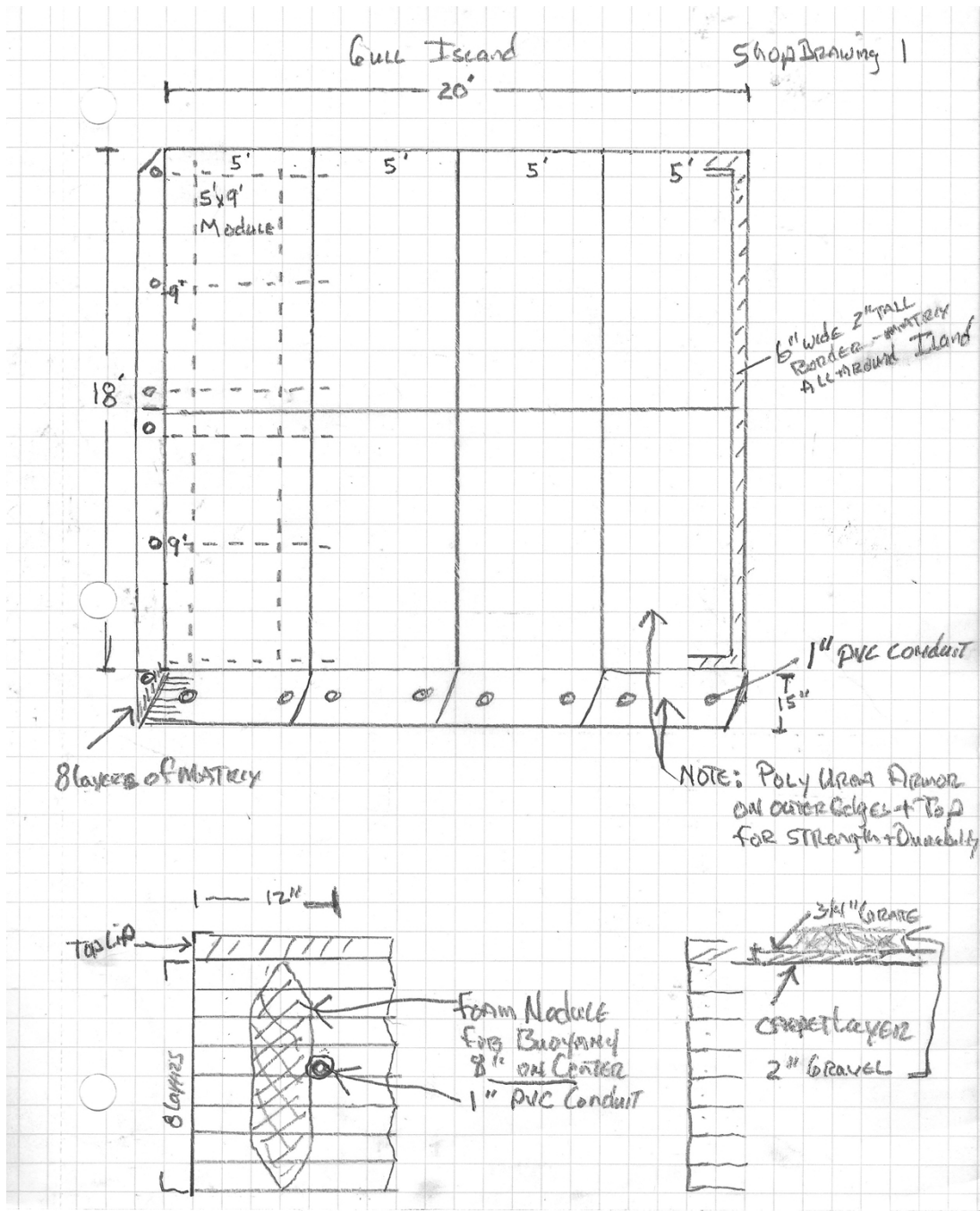
Figure 2-2: Bathymetry of Roberts Lake (top) and Laguna Grande (bottom) shown in 1 foot depth zones as elevation in feet NAVD88.

Site Plan

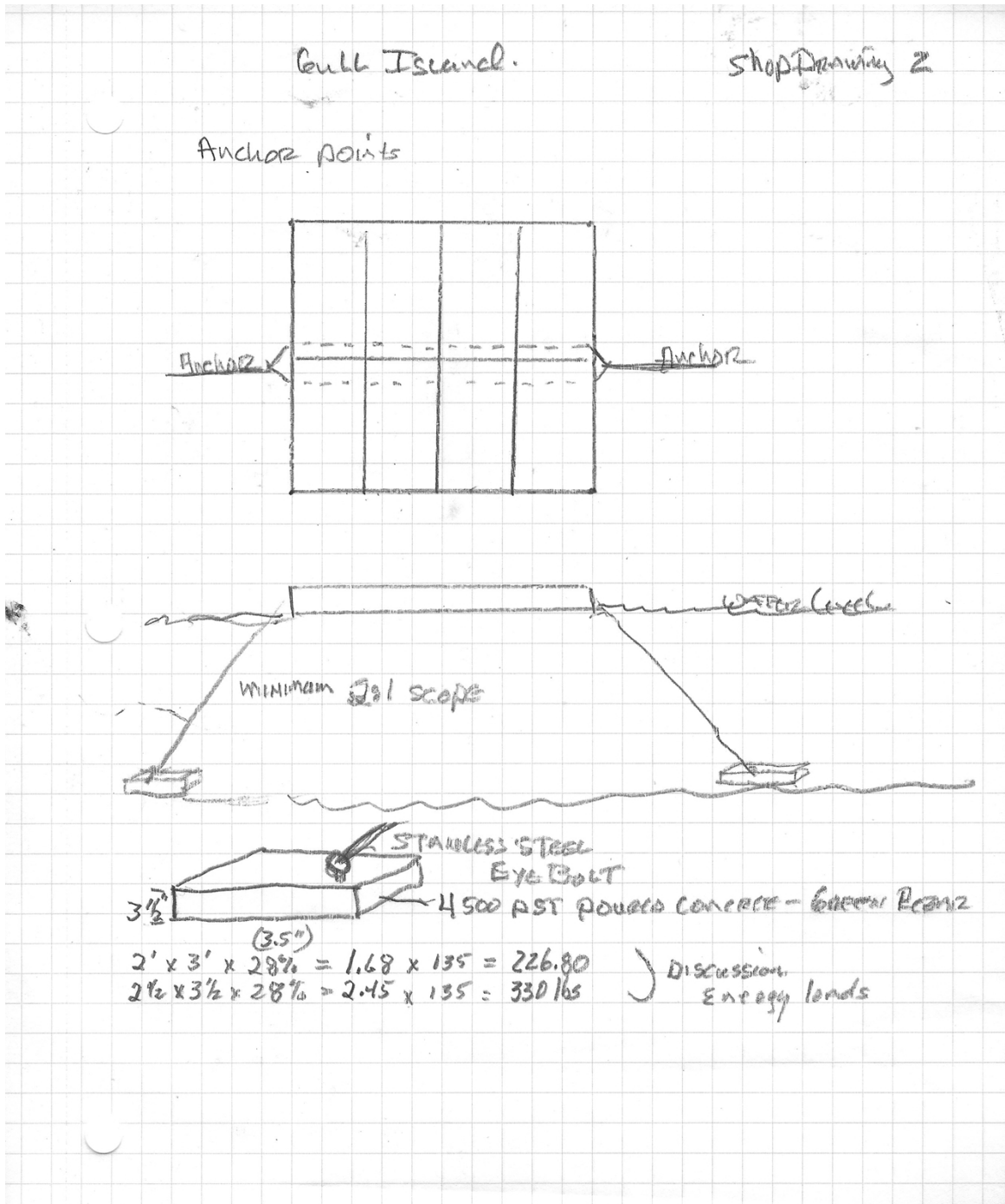
Location of Gull Island at Southern end of Roberts Lake



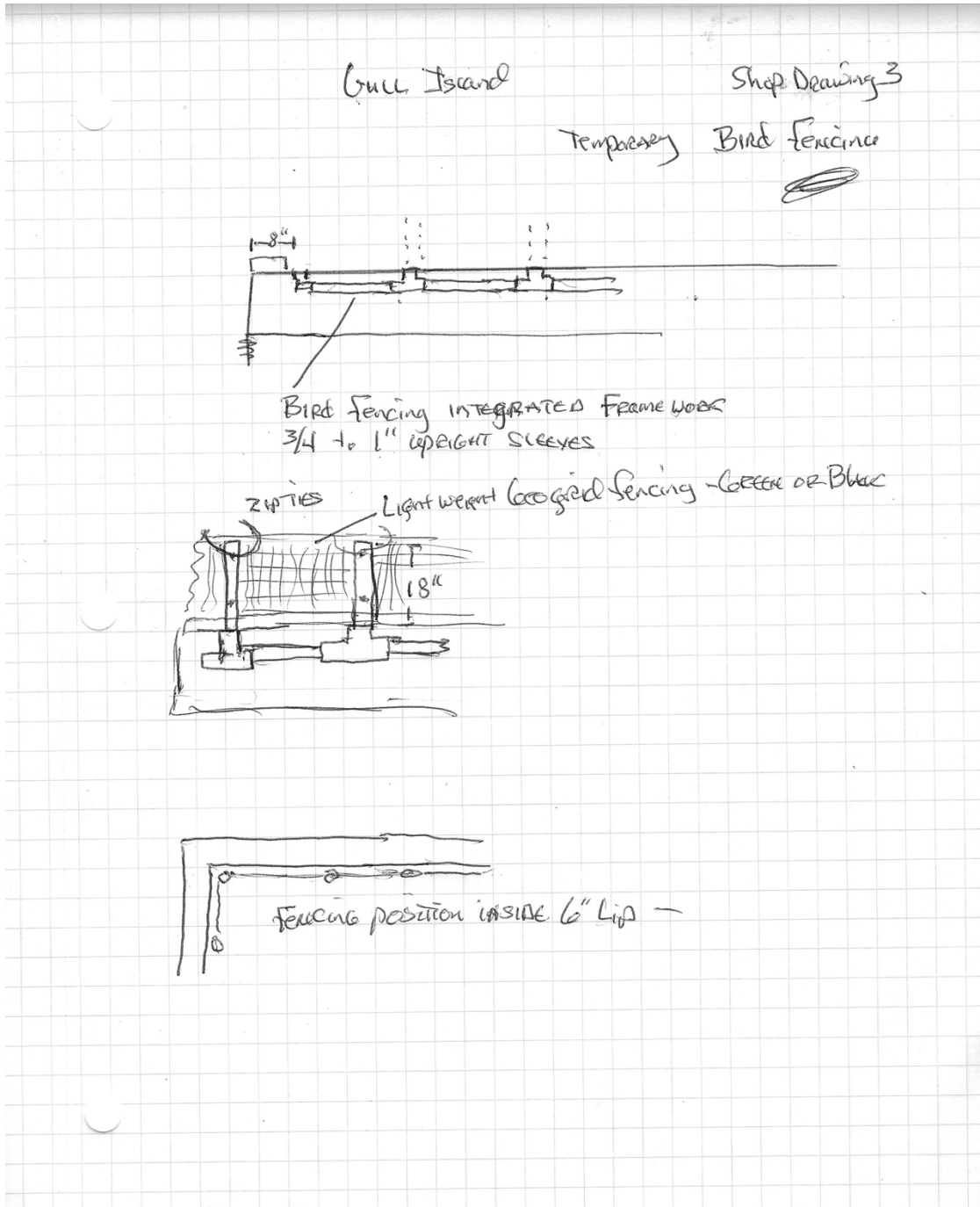
Overhead View of Gull Island



Anchor Plan for Gull Island



Fence Plan for Gull Island



Example of Tern Raft Island



Example of Plexi Glass Fencing



Example of Wire Mesh Fencing

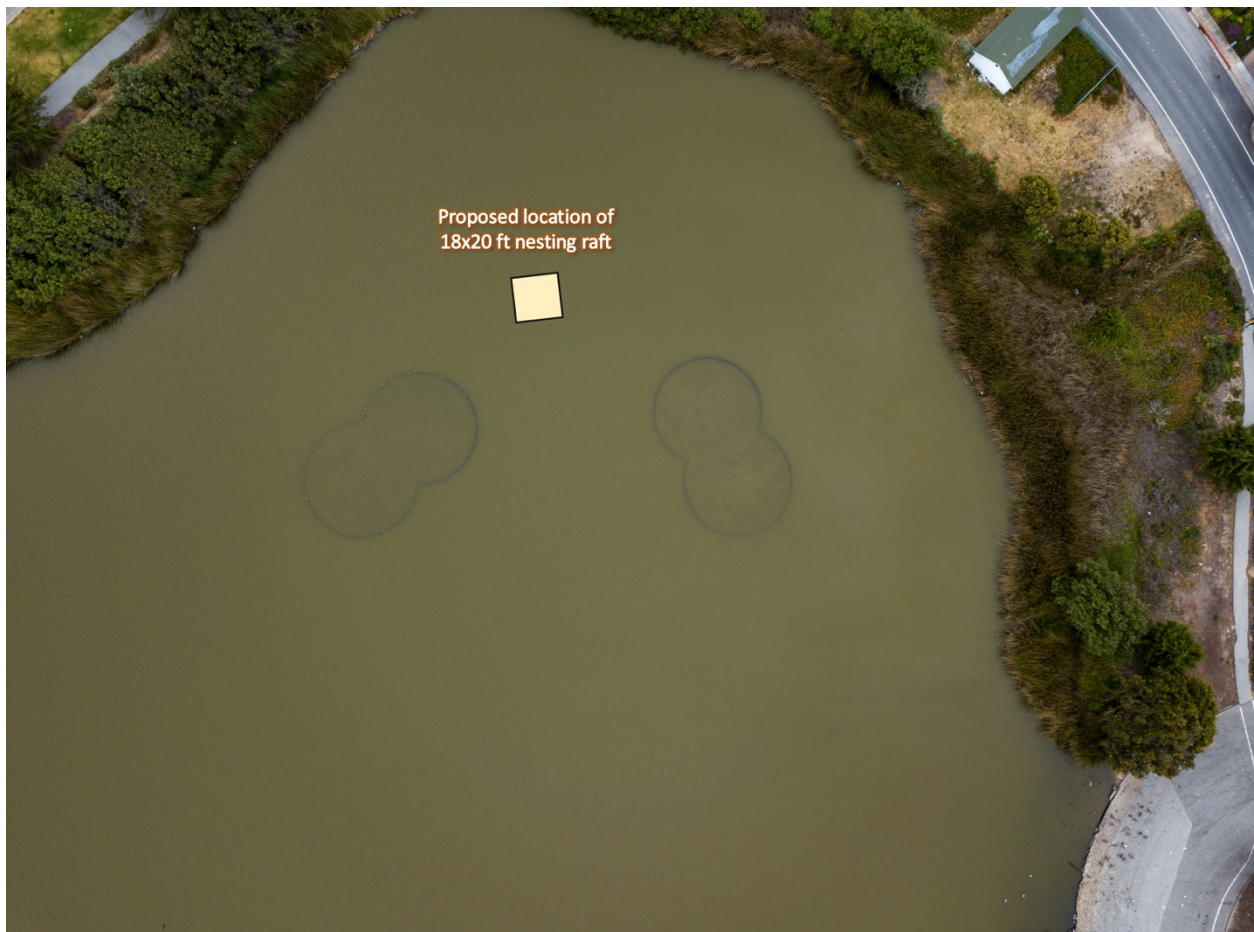


Bird Nesting Images





Proposed nesting raft location as viewed from the southwestern end of Roberts Lake







Universidad Veracruzana
Dirección General de Investigaciones
Instituto de Ciencias Marinas y Pesquerías

HEERMANN'S GULL NEEDS YOUR PROTECTION

Heermann's Gull is native only to the Northamerican Pacific coastal waters. This species was endangered due to intense egg collection in the mid 20th. Century.

This unique gull species is adapted to nest in areas with high marine productivity. If marine productivity fails its breeding is severely hampered.

Until recently 95% of the Heermann's Gull breeding population, some 140,000 pairs, nested in islands of the Gulf of California, notably Rasa Island. However, as of the turn of the century, frequent anomalous ocean warming and overfishing have caused severe reduction of its main food source: forage fish such as sardines and anchovies, resulting in total breeding failure in the Gulf of California nesting colonies.

A few and small nesting Heermann's Gull colonies along the California coast are now their only hope for breeding. A similar case has occurred with the Elegant Tern and during anomalous years their numbers soar in their California colonies, permitting the breeding of this other unique tern in their colonies located in the now more productive California waters.

Please help the beautiful Heermann's Gulls, protecting the areas they have chosen along the California coast to incubate their eggs and raise their chicks, in a peaceful and food rich environment.

Sincerely,

Dr. Enriqueta Velarde
Researcher

**INSTITUTO DE
CIENCIAS
MARINAS Y
PESQUERÍAS,
U.V.**

Calle Hidalgo No.
617
Colonia Río Jamapa,
C P 94290,
Boca del Río,
Veracruz,
México

Teléfonos

(229) 956 70 70
956 72 27

**COORDINACION
DE POSGRADO EN
ECOLOGÍA Y
PESQUERIAS, U.V.**

Mar Mediterráneo
No. 314
Fracc. Costa Verde
CP 94294
Boca del Río,
Veracruz,
México

Teléfono

(229) 202 28 28

Lesley Milton - nesting platform at Roberts Lake

From: Carol Pecot <carol.pecot@gmail.com>
To: <kjones@ci.seaside.ca.us>, <CityClerk@ci.seaside.ca.us>
Date: 11/8/2018 4:04 PM
Subject: nesting platform at Roberts Lake

Dear Council member Jones,

I'm writing to ask you to approve the construction of a floating Nest platform for the Heermann's gull on Roberts lake.

In addition to helping a species that is nearly threatened with extinction and losing it's breeding areas down south, the breeding platform would enhance the environmental education area which has been established at Roberts Lake.

Furthermore, given that the Heerman's Gulls, along with their nests and young, would be clearly visible to the public during high tourist times, it can create an area where people are drawn to come and see a nesting colony firsthand in an easy to access area. I know I am not alone in saying that I travel to areas specifically to see interesting wildlife areas such as that.

Finally, this proposal has the advantage of being constructed and maintained at no cost to the city.

Thank you for your consideration, and please help a beautiful species that needs some help!

Sincerely,
Carol Pecot

Lesley Milton - Coastal Administrative Permit CAP-18-01 regarding Heerman's Gulls

From: Susan Pierszalowski <heronmoon@yahoo.com>
To: "rrubio@ci.seaside.ca.us" <rrubio@ci.seaside.ca.us>, "dalexander@ci.seas...
Date: 11/11/2018 1:19 PM
Subject: Coastal Administrative Permit CAP-18-01 regarding Heerman's Gulls
CC: "CityClerk@ci.seaside.ca.us" <CityClerk@ci.seaside.ca.us>

Dear Mayor Rubio and Council Members,

I am writing in support of Coastal Administrative Permit CAP-18-01, the proposal to place a floating nesting island on Roberts Lake for the Heermann's Gull. These striking migratory seabirds are considered near threatened as 95% of their population breeds on Isla Rasa, a small island in the Gulf of California, east of Baja California. The main colony on Isla Rasa suffered nearly complete nesting failure from 2013-2016 due to overly warm ocean currents and a scarcity of food. It is important to note that the ONLY known nesting population of Heermann's Gulls in the United States resides in Seaside. Historically these gulls nested on Roberts Lake from the 1990's to 2007 on a floating island that eventually deteriorated and was no longer viable for nesting. It is feasible that in the future Isla Rasa may no longer be able to support the Heermann's Gull. This means that the Seaside colony could play a critical role in the survival of the species. A unique opportunity exists for the City of Seaside to take leadership and pride in ensuring the future of a species by providing a safe nesting space for Heermann's Gulls. This also will provide visitors and birders alike the pleasure of viewing these special birds.

Thank you,
Susan Pierszalowski
1257 Shell Avenue,
Pacific Grove, CA
93950



Virus-free. www.avast.com

Lesley Milton - Roberts Lake island for Heermann's Gulls

From: <pelistar@onebox.com>
To: <rrubio@ci.seaside.ca.us>, <dalexander@ci.seaside.ca.us>, <jcampbell@ci....>
Date: 11/12/2018 11:01 AM
Subject: Roberts Lake island for Heermann's Gulls
CC: <CityClerk@ci.seaside.ca.us>

Dear Seaside City Council:

I am a member of Audubon and a birdwatcher and wildlife rehabilitator. I am writing in support of Coastal Administrative Permit CAP-18-01, the proposal to place a floating nesting island on Roberts Lake for the Heerman's Gull.

I ask that the Council grant this permit because the floating island will fulfill a vital conservation need in preserving the Heermann's Gull. This species is considered Near Threatened by the IUCN because 95% of their population breeds on Isla Rasa, a tiny island in the Gulf of California, east of Baja California. Most of the remaining 5% of Heermann's Gulls breed on other small islands in the area which makes them extremely vulnerable to climate change. In fact, the Heermann's Gulls of the main colony on Isla Rasa suffered nearly complete nesting failure from 2013 to 2016. During those years, juvenile Heermann's Gulls were conspicuously absent across the West Coast outside of the breeding season. In fact, during those years, the situation was considered so dire that the word went out to birders throughout the area to be observant for young Heermann's Gulls and to report their occurrence to keep an eye on the nesting success or lack thereof during those years. I myself noted an appalling lack of juvenile Heermann's Gulls in those years.

The only exception during these years was on the Monterey Peninsula, where the only known nesting population of Heermann's Gulls in the USA resides in Seaside. The small Seaside colony thrived in years that the main colony suffered. Someday, Isla Rasa may no longer be able to support the Heermann's Gull. If that happens, the Seaside Heermann's Gull colony will play a critical role in the long-term survival of the species. It is of crucial importance that we help these birds by giving them a safe home on Roberts Lake, the location they originally chose to nest in. Thank you in advance for helping these wonderful seabirds.

Best regards,

STARLYN HOWARD

Lesley Milton - Heermann's Gull Nesting Platform

From: Jackman Eschenroeder <jackmanesch@gmail.com>
To: <rrubio@ci.seaside.ca.us>, <dalexander@ci.seaside.ca.us>, <jcampbell@ci....
Date: 11/9/2018 11:46 AM
Subject: Heermann's Gull Nesting Platform
CC: <CityClerk@ci.seaside.ca.us>

To Whom It May Concern:

I am writing to urge the City Council of Seaside to allow Monterey Audubon to construct a nesting colony platform for Heermann's gulls at Roberts Lake. Upon moving to Monterey in January of this year, I was immediately struck by the incredible bird diversity in the area. As a recreational birder, I immediately set about trying to learn the local species, and became particularly enamored with the red-billed, slate gray gulls I saw along the coast. I learned that these particularly beautiful sea birds were Heermann's gulls, a new species for me, and as I walked along the recreation trail in Monterey and Pacific Grove, I enjoyed watching them go about their daily routines of foraging and, impressively, stealing food from much larger birds. Only a few weeks after I had my first encounter with this species, I was dismayed to learn that their local breeding colony in Seaside had burned down. I was even more dismayed when I learned that this colony had been the only breeding site in the U.S. The cities surrounding Monterey Bay have an amazing treasure in their backyards, and the astounding biodiversity here has supported the people in this region for many thousands of years. As such, the value of this beautiful bird cannot be understated, and it is my sincere hope that I will be able to see their newly fledged offspring along the shores of the bay for many years to come. Thank you for your time and consideration.

Sincerely,

Jackman Eschenroeder



Santa Cruz Bird Club

P.O. Box 1304
Santa Cruz, CA 95061
santacruzbirdclub.org

November 11th, 2018

To:

City Mayor of Seaside, Ralph Rubio

City Pro-Tem. Mayor of Seaside, Dennis Alexander

City Council Members of Seaside, Jason Campbell, David Pacheco, Kayla Jones

Dear Mayor Rubio, Pro-Tem Mayor Alexander and Council Members,

The Santa Cruz Bird Club (SCBC) appreciates the opportunity to submit their comments for the Nov. 15th, 2018 City Council of Seaside meeting, which will decide whether to let Monterey Audubon build a nesting colony platform for Heermann's Gulls in Robert's Lake.

The Santa Cruz Bird Club is a long-standing community-based organization which was established in 1956 with a mission to unite those who have a common interest in wild birds, that they may better study and conserve them. Today the club has nearly 500 members and the club has provided expert advice on issues affecting birds in the Santa Cruz County to many public and governmental institutions.

In recent history (1999-2000), Heerman's attempted nesting on Robert's Lake (see Roberson, Bailey and Carratello 2001, Species account in Roberson 1985). Successful fledging in 1999, and continued attendance by adults suggests that the site is suitable for nesting by this species.

For this reason the Santa Cruz Bird Club (SCBC) submits their strong support for the Monterey Audubon's request to be allowed to protect the future population of the Heermann's Gulls with this Robert's Lake project.

We are looking forward to your approval of this Monterey Audubon request.

Sincerely,

Lisa Sheridan, President of the Santa Cruz Bird Club

Jane Mio, Conservation Officer of the Santa Cruz Bird Club

Cc:

Ralph Rubio – Mayor of Seaside

rrubio@ci.seaside.ca.us

Dennis Alexander – Mayor Pro Tem. dalexander@ci.seaside.ca.us

Jason Campbell - Council member. jcampbell@ci.seaside.ca.us

David Pacheco - Council member. dpacheco@ci.seaside.ca.us

Kayla Jones - Council member.

kjones@ci.seaside.ca.us

CityClerk@ci.seaside.ca.us

From: Thomas Deetz <trdeetz7@gmail.com>
To: <rrubio@ci.seaside.ca.us>, <dalexander@ci.seaside.ca.us>, <jcampbell@ci....
Date: 11/8/2018 9:23 AM
Subject: Heerman's gulls breeding platform

I urge you to strongly support the Monterrey Audubon's request to construct a nesting platform for Heerman's gulls on Robert's lake. These beautiful visitors to our coast have a breeding population of only 150,000 pairs, 90% of which breed on a small island off the coast of Baja California. While so far unsuccessful, breeding and nesting success is expected to occur in California, and would be a great attraction for our area as well as a refuge in case of any disasterous events in their primary breeding grounds. Your consideration is greatly appreciated. Tom Deetz, M.D.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: November 15, 2018

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR THE DESIGN OF ELLIS PARK FOR AN AMOUNT NOT TO EXCEED \$53,780.

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to authorize the execution of a professional services agreement with Whitson Engineers for an amount not to exceed \$53,780 for the design of Ellis Park, and to authorize Finance Department to make the necessary adjustments to generate the Capital Improvement Program (CIP) Project within the Parks-Playground Improvements Fund.

BACKGROUND

Ellis Park is a small park located off of Hilby Avenue, adjacent to the Oldemeyer Center. The site is utilized frequently by patrons of the community center for toddler day care and senior activities. Facilities at the site include a playground, a half basketball court, a picnic area and ten horseshoe pits. Due to the poor condition of the park amenities, the Parks and Recreation (P&R) Commission directed city staff to prepare a design for the improvements to the play structure, ADA accessibility, and upgrades to the park features. Staff coordinated a study session with the P&R Commission on October 15, 2018 to explore alternatives for improving this park. Based upon input received from the Commissioners at this meeting, staff has developed a conceptual plan for the proposed improvements to include the following:

1. Improve and expand the playground area
2. Provide ADA accessible entrances, pathways, and parking space
3. Upgrade support facilities to include, but not limited to a drinking fountain, signage, fencing/gates, waste receptacles, benches and picnic tables
4. Removal of the horseshoe pits and installation of a multi-use sport court

On May 17, 2018, City Council authorized Resolution No. 18-39 adopting an On-Call List for

Engineering Services. Whitson Engineers was included as one of the qualified firms approved to provide services on an as-needed basis. Whitson Engineers provided the City with a proposal, dated October 30, 2018, for Design services for the improvements to Ellis Park, and to prepare the Plans, Specifications, and Engineer's Estimate of Probable Cost.

Based upon the P&R Commission's input from the study session on the proposed improvements, and staff's review of Whitson's proposal and qualifications, it is recommended the City Council authorize the City Manager to execute a Professional Services Agreement with Whitson Engineers for the design of Ellis Park for an amount not to exceed \$53,780.

NEXT STEPS

City staff will work with Whitson Engineers to develop a conceptual plan based upon direction given by the P&R Commissioners outlined above. The steps are to include the following;

1. Kickoff Meeting
2. Conceptual Plan development
3. Conceptual Design Plan Review to submit to City for review
4. P&R Commission Meeting presentation for community outreach and Commission feedback
5. Prepare Design Documents
6. Submit to City Council for Approval

ENVIRONMENTAL COMPLIANCE

The project is Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 "Existing Facilities" (d) "Restoration or rehabilitation of deteriorated or damaged structures...".

Evidence:

The existing play structure and various park facilities are in deteriorating condition and the facilities currently do not meet current standards for American with Disabilities Act (ADA) Access Requirements. The proposed improvements include replacing the deteriorated play structure with a new play structure in the same location, and increasing ADA accessibility to existing and proposed facilities in accordance with the current standards and codes.

FISCAL IMPACT

City Council previously allocated \$60,000 from the FY 2017/18 Parks-Playground Improvement Fund for the Design Improvements of Ellis Park. Currently no funds have been expended, and adequate funds are available for the proposed contract with Whitson for an amount not to exceed \$53,780. Finance will make the necessary budget adjustments to generate a CIP Project within the Parks-Playground Improvements Fund and to appropriate the \$60,000 previously allotted for the Design of Ellis Park Improvements.

ATTACHMENTS

Meeting Date: November 15, 2018

1. Resolution
 2. Contract
-

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

APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR THE DESIGN OF ELLIS PARK FOR AN AMOUNT NOT TO EXCEED \$53,780.

WHEREAS, the Ellis Park existing play structure has been identified to be in poor condition with currently no existing ADA access to the park facilities; and

WHEREAS, the proximity of the park to the Oldemeyer Center promotes heavy use of the playground by the toddler day care, senior citizen activities, and members of the community; and

WHEREAS, the Parks & Recreation Commission met on October 15, 2018 to hold a study session to explore alternatives for improving the park; and

WHEREAS, Staff and the Parks & Recreation Commission have recommend preparation of a design to address the replacement of the aging infrastructure, to provide ADA accessibility and to identify any recommended improvements or features to improve the park, as discussed during the October 15th study session; and

WHEREAS, Whitson Engineers provided a proposal dated October 30, 2018 for the Design Services for Ellis Park to prepare Plans, Specifications and Engineer's Estimate of Probable Cost, and staff reviewed the proposal and found Whitson Engineers to be qualified to provide the design services; and

WHEREAS, Resolution No. 18-39 adopted an On-Call Engineering Services list, which consisted of five qualified designers, including Whitson Engineers, for projects on an as needed basis; and

WHEREAS, City Council previously allocated \$60,000 from Fiscal Year 2017/18 Parks-Playground Improvements Fund for the design of Ellis Park Improvements and currently no funds have been expended of this allotment; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301(d), the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) for the restoration of deteriorated or damaged existing structures, and providing access in accordance with the most recent standards and codes.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Whitson Engineers for the design of Ellis Park for a cost not to exceed \$53,780 from the FY 2017/18 Parks-Playground Improvement Fund, and to authorize Finance to make the necessary adjustments to generate a Capital Improvement Program (CIP) Project within the Parks-Playground Improvements Fund and to appropriate \$60,000 to the Ellis Park CIP.

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

**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
ELLIS PARK IMPROVEMENTS DESIGN**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and Whitson and Associates, Inc. dba Whitson Engineers, a Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date stated above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B,

attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed fifty three thousand seven hundred eighty dollars (\$53,780.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services. The Agency Manager may approve additional work an amount not to exceed a total sum of twenty four thousand nine hundred ninety nine (\$24,999.00). Any additional work in excess of this amount shall be approved by the Governing Board.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue

compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

To Agency:

City of Seaside

440 Harcourt Ave

Seaside, CA 93955

Attention: City Clerk

To Consultant:

Whitson Engineers

6 Harris Court

Monterey, CA 93940

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Richard Weber, PE, shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Whitson Engineers

By: 
Richard Weber, President

Date: 11/2/2018

City of Seaside
A Municipal Corporation

Craig Malin, City Manger

Date: _____

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Consultant's Proposal, Dated October 30, 2018
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Services
	Exhibit E	Resolution 18-39 On Call Services

EXHIBIT A

TASKS TO BE PERFORMED

The Scope of Work includes Conceptual Design, Final Design, and Construction Documents of the Proposed Improvements to Ellis Park, located at the corner of Hilby Ave. and Wheeler St. The work shall be performed in conformance with the proposal submitted by the consultant included herein as Exhibit B.

Deliverables included as part of the Conceptual Design includes a 10% Conceptual Layout, attendance at a Parks and Recreation Committee Meeting, and Powerpoint Presentation and image boards to present at the meeting.

Deliverables included in the Final Design include preparation and submission of 65% Draft, 100% Draft, and Final Plans, Specifications, and Engineer's Estimate of Probable Cost.

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Exhibit B



6 Harris Court • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

October 30, 2018

Project No.: 2071.14

Misty Bradshaw
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Via Email: mbradshaw@ci.seaside.ca.us

**Re: Ellis Park – City of Seaside
Proposal for Design Services**

Dear Ms. Bradshaw:

Thank you for the opportunity to make this proposal for the Ellis Park Project. We have prepared the scope of work below in conjunction with our Landscape Architecture subconsultant, BFS Landscape Architecture. Based on our conversations with you and our review of the schematic Site Improvement Plan you sent via email, we propose the following scope of work. The work will provide design and construction documents for the Ellis Park renovation. Improvements will include a new sport court to replace existing horseshoe pits, new play equipment, renovation to play areas (drainage/surfacing/separation), picnic/BBQ areas and general upgrading and or irrigation and planting replacements.

SCOPE OF SERVICES

TASK 1: CONCEPTUAL DESIGN

1. Kick-off Meeting at Site: Review scope of services, project program, schedule, and construction budget with City of Seaside project team (City) and project team. Discuss current project programming and priorities. (1 Meeting)
2. Conceptual Design Plan Development: Prepare conceptual plan based on City input and discussion from Kick-off Meeting.
 - a. Conceptual plans to be hand sketched and overlaid on site survey and/or aerial.
 - b. Research options for program elements, includes multi-use sport court, ADA access, site furnishings, play equipment, play area surfacing, pavements. Utilize current manufacturer and models from recent park improvements.
 - c. Research drought tolerant / robust plant material and turf grass options.
 - d. Prepare initial estimate of probable construction costs.
3. Conceptual Design Plan Review: Review conceptual plan options and costs with City. (1 meeting)
4. Finalize Conceptual Design Plan:
 - a. Based on input received from City develop one conceptual design plan (hand-sketch) including hardscape and planting features to address the park program and define the proposed park character. (24x36 colored site plan with callouts and notes)
 - b. Prepare a Site Plan identifying site improvements, and identifiable constraints, if any
 - c. Prepare imageboards and illustrative sketches to supplement site plan design and finalized program. (24x36 boards)
 - d. Prepare estimated cost of construction

Exhibit B

Ellis Park – City of Seaside
Proposal for Design Services

Project No.: 2071.14
October 30, 2018

5. Finalize Conceptual Design, submit for city review and comment.
6. Parks and Recreation Commission Meeting: Refine conceptual site plan and imageboards for presentation to Parks and Recreation Commission for review. Presentation to be on foam core boards or digital 'board'. Preparing a power point presentation for community outreach. (1 meeting)

DELIVERABLES:

1. Conceptual Design Plan and Imageboards (PDF/ Hard Copy)
2. Conceptual Construction Budget (PDF)
3. Power point Presentation
4. Preliminary Construction Budget (PDF)

TASK 2: 65% CONSTRUCTION DOCUMENTS (CD'S)

1. Design Development Layout Drawings and Sections:
 - a. Draft base plan for design based on approved Conceptual Design Plan
2. Prepare a Conceptual Stormwater Control Plan pursuant to the Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region, Central Coast Regional Water Quality Control Board Resolution No. R3-2012-0025. We anticipate the project will fall within Performance Requirement #2, as we assume that this project will create or replace between 5,000 and 15,000 square feet of impervious area.
3. 65% CD City Review Meeting: Meet with the City to review design development documents and project budget. Present selections for play equipment, furniture, surfaces, plants, textures and colors for design character continuity. (1 Meeting).
 - a. Prepare meeting minutes

DELIVERABLES:

1. Design Development Plans & Sections (PDF / Hard Copy)
2. Conceptual Stormwater Control Plan (PDF)
3. Product Notebook (PDF)

TASK 3: 100% DRAFT CONSTRUCTION DOCUMENTS

1. Based on City review comments of 65% documents, prepare 100% Draft Construction Documents to include:
 - a. Site Construction/layout Plan
 - b. Site Grading and Drainage Plan
 - c. Construction Details
 - d. Planting & Irrigation Plan & Details
 - e. Existing soils report: Obtain soils sample from the Project site. Commission soils analysis from certified soils testing laboratory for fertilizer and amendment applications of new plantings.
2. Prepare 100% Draft Technical Specifications in CSI format. Excludes front end City boiler plate editing.
3. Prepare 100% Draft Estimate of Probable Construction Costs.
4. Finalize 100% Draft CD's, submit for city review and comment.
5. Parks and Recreation Commission or Council Meeting: Refine plans per comments and revise

Exhibit B

Ellis Park – City of Seaside
Proposal for Design Services

Project No.: 2071.14
October 30, 2018

- previous presentation materials and present at meeting. (1 meeting).
6. Submit package to public works/building department for permitting.

DELIVERABLES

1. 100% Draft Construction Documents (DWG / PDF / 3 Hard Copies)
2. 100% Draft Technical Specifications (PDF)
3. 100% Draft Cost Estimate (PDF)
4. MWELC Calculations (PDF)

TASK 3B: BID DOCUMENTS 100% FINAL CONSTRUCTION DOCUMENTS

1. Based on City / Agency review comments of 100% Draft documents, complete 100% Construction (Building Permit) Drawings.
2. Prepare Bid-Set Technical Specifications.
3. Prepare final estimate of probable construction cost.
4. Finalize 100% Draft CD's, submit to city for review and comment.
5. Based on final staff and Building Permit Plan-Check Comments, revise documents as required to complete Bid Set Drawings. City will advertise bid-documents.

DELIVERABLES

1. 100% Construction Documents (PDF / 5 Wet-signed Hard Copy)
2. 100% Technical Specifications (PDF / 5 Wet-signed Hard Copy, loose bound)
3. 100% Cost Estimate (PDF)

TASK 4: BID & AWARD

To Be Determined. Not included with this proposal.

TASK 5: CONSTRUCTION SUPPORT

To Be Determined. Not included with this proposal.

ASSUMPTIONS

1. All submittals will be made to the City.
2. Whitson Engineers will provide technical specification; the City will provide the front end specifications, and will advertise and bid the project.
3. The proposed project is anticipated to fall under Performance Requirement #2 of the "Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region." Addressing any other performance requirements shall be considered an additional service.

EXCLUSIONS:

The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of work.
2. Utility design (other than on-site storm drain) including Lighting/Electrical Design Services.
3. Obtaining or coordinating permits; permit condition compliance or CEQA.
4. Meetings other than those specifically identified in the above scope of services.
5. Additional submittals other than those shown as deliverables.
6. Offsite improvements plans.
7. Tree survey / Arborist Report
8. Signage & graphics artwork
9. Division 1 (General Conditions and Special Provisions) Project Specifications.
10. SWPPP Preparation (site is less than 1 acre) and inspections

Exhibit B

Ellis Park – City of Seaside
Proposal for Design Services

Project No.: 2071.14
October 30, 2018

11. Preparation of Operation & Maintenance Plan and Maintenance Declaration.
12. Bid and Construction Phase Services, including review of contractor submittals and response to Bidder Inquiries and RFIs.
13. Plan revisions to reflect field changes; As-Built plan preparation.

Please note that upon your request we could provide the above services at additional cost.

PAYMENT AND PROVISIONS

The estimated budget for the above described 'Scope of Services' will be \$53,780. Progress Billings and Authorized Additional Services will be performed on a **Time and Materials basis** in accordance with the rates shown on the attached Fee Schedule (T37). If this proposal is acceptable, please forward along the appropriate contract documents for execution.

Task	Budget
Task 1: Conceptual Design	\$16,600
Task 2: 65% Construction Documents	\$16,365
Task 3: 100% Construction Documents	\$20,815
Task 4: Bid and Award	NIC
Task 5: Construction Support	NIC
Total Budget	\$53,780

Thank you for the opportunity to present this proposal for consideration. If you have any questions regarding our proposed scope of services or the associated fees, please do not hesitate to contact me at (831)649-5225 or at rweber@whitsonengineers.com.

Sincerely,

WHITSON ENGINEERS



Richard Weber, PE LS
Principal
RCE 55219

Ellis Park Renovation Project				Whitson Labor Classification											
Budget Estimate				Principal Engineer	Senior Civil Engineer	Civil Engineer Land Surveyor	Senior Associate Engineer/Surveyor	Associate Engineer Associate Surveyor	Assistant Engineer Assistant Surveyor	Senior Engineering Technical	Engineering Technician	One Person Survey Crew	Two Person Survey Crew	Administrative Support	Engineering Aide
Tasks	Whitson Cost	Subconsultant Expense	Whitson Hours	\$ 220	\$ 180	\$ 160	\$ 150	\$ 140	\$ 120	\$ 120	\$ 110	\$ 165	\$ 235	\$ 70	\$ 65
Task 1 - Conceptual Design															
1.1 Kick-Off Meeting / Field Review	760	1000	4	2		2									
1.2 Conceptual Design Plan Development	640	2500	4			4									
1.3 Conceptual Design Plan Review	320	1000	2			2									
1.4 Finalize Conceptual Design Plan & Prelim Estimate	1480	2000	10			4		6							
1.5 Conceptual Design Plan Submittal	1160	500	8			2		6							
1.6 Finalize Conceptual Design Plan per City Comments	600	1000	4			2		2							
1.7 Parks and Recreation Commission Meeting	0	1500													
1.8 Project Management & QA/QC	760		4	2		2									
<i>Task Subtotal</i>	<i>\$ 5,720</i>	<i>\$ 9,500</i>	<i>36</i>	<i>4</i>	<i>0</i>	<i>18</i>	<i>0</i>	<i>14</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Task 2 - 65% Construction Documents															
2.1 Design Development Layout	2320	7500	16			4		12							
2.2 Conceptual SWCP	2080	1000	14			6		8							
2.3 City review Meeting	320	1000	2			2									
2.4 Project Management & QA/QC	760		4	2		2									
<i>Task Subtotal</i>	<i>\$ 5,480</i>	<i>\$ 9,500</i>	<i>36</i>	<i>2</i>	<i>0</i>	<i>14</i>	<i>0</i>	<i>20</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Task 3 - 100% Construction & Bid Documents															
3.1 100% Draft CDs	2320	7500	16			4		12							
3.2 100% Draft Specifications	640	1500	4			4									
3.3 100% Draft Cost Estimate	600	1000	4			2		2							
3.4 Plan Check Submittal / Revise Plans	880	1000	6			2		4							
3.5 Parks and Recreation or Council Meeting	0	1000	0												
3.6 Final Plan Submittal	880	1000	6			2		4							
3.7 Project Management & QA/QC	760		4	2		2									
<i>Task Subtotal</i>	<i>\$ 6,080</i>	<i>\$ 13,000</i>	<i>40</i>	<i>2</i>	<i>0</i>	<i>16</i>	<i>0</i>	<i>22</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
	\$ 17,280	\$ 32,000	112	8	0	48	0	56	0	0	0	0	0	0	0

Direct Cost Budget Detail

Reproduction	\$ 1,250
Postage, Delivery Services, Express Mail	\$ 50
General and Administration	\$ 3,200
Subtotal Direct Costs	\$ 4,500

Summary

Professional Fees Subtotal	\$ 49,280
Direct Costs Subtotal	\$ 4,500
Subtotal Direct Costs	\$ 53,780

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 220.00
Director of Civil Engineering	\$ 190.00
Senior Civil Engineer	\$ 180.00
Senior Land Surveyor	\$ 180.00
Civil Engineer	\$ 160.00
Land Surveyor	\$ 160.00
Senior Associate Engineer / Surveyor	\$ 150.00
Associate Engineer / Surveyor	\$ 140.00
Assistant Engineer / Surveyor	\$ 120.00
Senior Engineering / Survey Technician	\$ 115.00
Engineering / Survey Technician	\$ 110.00
Administrative Support	\$ 70.00
Engineering Aide	\$ 65.00
Expert Witness / Court Hearing	\$ 300.00
 Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 175.00
Two Person Survey Crew (Prevailing Wage)	\$ 270.00
Three Person Survey Crew (Prevailing Wage)	\$ 380.00
 Reimbursables	
Professional Services By Others	Cost Plus 15%
In-House Large Format Plotting / Copies (Black & White)	\$0.50 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.50/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage #37
Rates effective January 1, 2016

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

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

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

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

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

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

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

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be

eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

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

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

REQUEST FOR STATEMENT OF QUALIFICATIONS CITY OF SEASIDE

ON-CALL CONSULTANTS - ENGINEERING SERVICES

PROPOSAL DUE APRIL 10, 2018

The City of Seaside (City) seeks Statement of Qualifications from qualified consulting firms, teams and individual consultants to provide engineering services on an on-call basis for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the "Preliminary Scope of Services," below. Selection will be based on demonstrated experience in providing cost effective professional services to public works departments.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles and is the largest city on the Monterey Peninsula with just over 34,000 residents. The City has developed a Capital Improvement Program (CIP) annually that identifies capital improvements for government facilities, parks, storm water, transportation, water and special projects. Most project design budgets will be less than \$25,000.

II. PROPOSED SCOPE OF WORK

The City will provide a request for services for each project to the consultant which may include engineering design services outlined below. The consultant will, in turn, provide a fixed fee cost estimate and scope of work based upon the requested services. Projects may cover a broad of range professional engineering services in support of CIP implementation, and possible other park improvements, Americans with Disability Act (ADA) evaluation and modifications, drainage studies and improvements, street, bicycle and pedestrian projects, and various other municipal related projects. Below is a general overview of services that may be requested.

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation and Design
Hydrology/Hydraulic Analyses
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design & Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations & Mitigation
Preliminary Engineering Studies
Technical Studies & Reports
Peer Reviews
Coordination w/Other Agencies & Utilities
Constructability/Bidability Reviews
On-Call Services

REQUEST FOR STATEMENT OF QUALIFICATIONS CITY OF SEASIDE

The ideal candidate has a good working knowledge of the following documents:

- a. City of Seaside Capital Improvement Program (Attachment A), as may be amended.
- b. California Department of Transportation Standard Plans and Specifications, 2015 or most recent edition.
- c. California Manual of Uniform Traffic Control Devices (CAMUTCD), latest edition.
- d. Central Coast Regional Water Quality Control Board Resolution R3-2013-0032, Post Construction Requirements for Development Projects in the Central Coast Region

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications. In reviewing the proposals, the City of Seaside considers the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The SOQ must be concise (maximum 10 written pages) and include, at a minimum, the following information:

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A brief summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience. Projects showing experience on public works projects is a plus.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address. At least 3 references shall be on projects listed for item C above.
- E) Standard Rate Schedule

All proposing firms must be professionally engaged in the design of capital improvement projects with experience in the public sector for a minimum of five (5) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in project management.

**REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE**

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFQ, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFQ, **via email** to:

Mr. Scott Ottmar, P.E.
sottmar@ci.seaside.ca.us

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside per the schedule below. Any City response to such a request will be made in the form of an addendum to this RFQ and will be posted on the City's website; www.seaside.ca.us per the schedule below. All addenda shall become part of this RFQ.

V. SUBMITTAL OF PROPOSALS

Please submit an electronic copy in Adobe ® PDF format of your Proposal, identified in the subject line as "**Proposal for Engineering Design Services**" no later than 4:00 p.m. Pacific Time on Wednesday, April 10, 2018.

Proposals received by the City after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or files larger than 5 Mbytes.

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

VI. EVALUATION PROCESS

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?

Exhibit D

REQUEST FOR STATEMENT OF QUALIFICATIONS CITY OF SEASIDE

5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to respond to request for service in a timely manner. Ability to attend meetings at the City of Seaside's City Hall and performs project site inspections in a timely manner and at a fair and reasonable cost.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, the City of Seaside will consider approval of consultant(s). The City of Seaside may select up to three firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City of Seaside, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFQ	March 20, 2018
Last Day To Submit RFI	March 30, 2018
Response to RFI posted	April 3, 2018
Receipt of Proposals	April 10, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Select Short List	May 3, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

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

Exhibit D
**REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE**

XI. INSURANCE REQUIREMENTS

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

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

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

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

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

XIV. DISQUALIFICATION

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

Exhibit D
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

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

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

Exhibit D

REQUEST FOR STATEMENT OF QUALIFICATIONS CITY OF SEASIDE

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

XIX. ATTACHMENTS

- ~~A – City of Seaside Six Year Capital Improvement Program~~
- ~~B – Professional Services Agreement~~

RESOLUTION NO. 18-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, on March 19, 2018, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 13, 2018, proposals were received from seven firms offering professional services; and

WHEREAS, proposals from Rana Creek and Turf Image were determined to not provide minimum services outlined within the RFQ and were disqualified; and

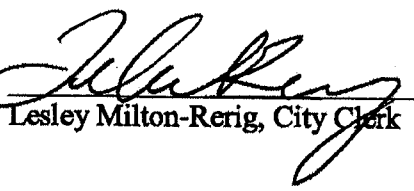
WHEREAS, a selection committee reviewed and identified the five firms shown in Exhibit 'A', attached, qualified to perform professional engineering services based upon experience and overall qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' are hereby approved to provide engineering services on an as needed basis for projects within the City for the next three years with two optional one year extensions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of May, 2018 by the following vote:

AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None

ATTEST.


Lesley Milton-Rerig, City Clerk


Ralph Rubio, Mayor

Exhibit E

EXHIBIT "A"

**On-Call List for Engineering Services
May 2018
City of Seaside**

Harris & Associates

450 Lincoln Avenue, Suite 103

Salinas, CA 93901

Primary Contact: Frank Lopez, PE, Project Director
(831) 233-9242 Frank.Lopez@weareharris.com

List Engineering

9699 Blue Larkspur Lane, Suite 203

Monterey CA, 93940

Primary Contact: Ronald Blue, PE, Principal
(831) 373-4390 Ron@listengineering.com

Schaaf & Wheeler

3 Quail Run Circle, Suite 101

Salinas, CA 93907

Primary Contact: Andy Sterbenz, Project Manager
(831) 883-4848 ASterbenz@swwsv.com

Wallace Group, A California Corporation

612 Clarion Court

San Luis Obispo, CA 93401

Primary Contact: Kari Wagner, PE, Director of Water Resources
(805) 544-4011 KariW@wallacegroup.us

Whitson Engineers Inc.

6 Harris Court

Monterey, CA 93940

Primary Contact: Richard Weber, PE, Principal
(831) 649-5225 RWeber@whitsonengineers.com



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, City Manager

DATE: November 15, 2018

SUBJECT: CITY ACTIONS TO IMPLEMENT THE SEASIDE RESORT PROJECT

PURPOSE & RECOMMENDATION

The purpose of this item is to consider authorizing the execution and delivery of the Second Amended and Restated Disposition and Development Agreement ("Second Amended and Restated DDA") with Monterey Bay Resort, LLC, a Nevada limited liability company ("Developer") with respect to the approximately 70-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside ("Site"), a Second Amendment to the Second Amended and Restated DDA ("Second Amendment"), and a Revised Master Taxing Entity Agreement with the affected taxing entities ("Taxing Entities"). Collectively, these actions are intended to further implement the Seaside Resort Project ("Project").

Doing so will facilitate \$750 +/- million of investment in Seaside, creating 300+ construction jobs and 300+ permanent jobs. Short-term fiscal impacts include than \$14 million in land sale revenue split to taxing authorities, and long term fiscal impacts include a projected \$3.7 million in annual revenue to the City in the first twenty tears of occupancy, and \$8.9 million annually thereafter.

It is recommended that the City Council:

1. Adopt A Resolution (i) authorizing the execution and delivery of the Second Amended and Restated Disposition and Development Agreement with Monterey Bay Resort, LLC with respect to the approximately 70-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside, (ii) authorizing the execution and delivery of the Second Amendment to the Second Amended and Restated Disposition and Development Agreement with Monterey Bay Resort, LLC, (iii) authoring the execution and delivery of the Revised Master Taxing Entity Agreement with respect to the site, and (iv) taking certain related actions; and
2. Find that the extension for the closing date of the hotel/resort land, timeshare land and residential land provided for in the Second Amendment to the Second

Amended and Restated Disposition and Development Agreement does not change the underlying project, and is within the scope of the final environmental impact report prepared and certified for the underlying project, including Addendum Nos. 1 through 4, and that no further review under the California Environmental Quality Act is required as a result of the extension.

BACKGROUND

In 2005, the former Redevelopment Agency entered into a Disposition and Development Agreement (“DDA”) with Seaside Resort Development, LLC (“SRD”) to develop the Project. On February 5, 2014, the Successor Agency and SRD entered into an Amended and Restated DDA with respect to the Site that, among other things, extended certain dates for performance.

In connection with approving the Amended and Restated DDA, the Department of Finance (“DOF”) directed the Successor Agency to assign administration of the Project to the City. In accordance with the DOF’s direction, the Successor Agency’s Long Range Property Management Plan (“LRPMP”) authorizes the Site to be transferred to the City, subject to the City entering into a compensation agreement with each of the Taxing Entities to compensate them for the property.

At their December 7, 2017 meeting, the City Council and Successor Agency authorized a series of actions intended to effect the transfer of the Site to the City. The City Council adopted Resolution No. 17-91 which authorized the City to (i) accept the Site from the Successor Agency, (ii) enter into a Master Taxing Entity Agreement with the Taxing Entities (“Original Master Taxing Entity Agreement”), (iii) enter into an Assignment, Assumption and Administration Agreement with the Successor Agency (“Assignment Agreement”), and (iv) enter into a Second Amended and Restated DDA with Monterey Bay Resort, LLC (“Developer”) which will supersede the Amended and Restated DDA. The Second Amended and Restated DDA includes the City’s consent to an assignment by SRD of the Amended and Restated DDA to the Developer conditioned upon the Developer entering into the Second Amended and Restated DDA. The Second Amended and Restated DDA does not alter the amounts required to be paid for the Site under the Amended and Restated DDA.

Resolution No. 17-91 authorized the Mayor to execute and deliver the Second Amended and Restated DDA after the effective date of the Assignment Agreement. The Assignment Agreement has not yet been executed by the Successor Agency because this requires approval of the Oversight Board which has not yet occurred.

At its meeting on February 15, 2018, the City Council adopted Resolution No. 18-08, approving a first amendment to the Second Amended and Restated DDA, making certain modifications including a nonmaterial extension to the deadline for satisfying conditions precedent and for the closing of the sale of the hotel/resort land from February 28, 2018 to March 31, 2018.

The Developer has now requested that the deadline for satisfying the conditions precedent and for closing on the sale of the hotel/resort, timeshare and residential land be extended from March 31, 2018 to May 15, 2019 and the Council has directed staff to prepare documents to grant such extension.

The attached Resolution authorizes the execution and delivery of the Second Amendment to the Second Amended and Restated DDA to provide for the requested extension. The attached Resolution also authorizes the execution and delivery of the Second Amended and Restated DDA. Although the Assignment Agreement is not yet effective, the Second Amendment modifies the Second Amended and Restated DDA to provide that the conditions precedent to the effectiveness of the Second and Amended Restated DDA include execution of the Assignment Agreement by the City and Successor Agency. Therefore, it is appropriate for the Second Amended and Restated DDA to be executed concurrently with the execution of the Second Amendment.

The attached Resolution also authorizes the execution and delivery of a Revised Master Taxing Entity Agreement. The Original Master Taxing Entity Agreement provides that the Taxing Entities will receive the proceeds of the sale of the Site based on their share of the basic 1% property tax levied on Site. Pursuant to the Original Master Taxing Entity Agreement, the Taxing Entities consented to the Successor Agency conveying the Site to the City and assigning its rights and obligations in and under the Amended and Restated DDA to the City and, following such assignment, the City entering into an amended and restated DDA (i.e., the Second Amended and Restated DDA) with a new developer (i.e., Monterey Bay Resort, LLC) provided that the purchase prices to be paid for the Site were not reduced and the deadlines for sales of phases of the Site were not materially extended.

Because the Second Amendment arguably would materially extend the deadlines for the sale of the hotel/resort, timeshare and residential land, this would negate the consent of any Taxing Entity which executed the Original Master Taxing Entity Agreement. The Revised Master Taxing Entity Agreement includes the Taxing Entities' consent to the Developer's requested extension and supersedes the Original Master Taxing Entity Agreement. While most of the Taxing Entities have already executed the Original Master Taxing Entity Agreement, it has not become effective because not all of the Taxing Entities have executed it.

The Second Amendment requires the Developer to deposit with the City the sum of \$104,011 within ten days after the City executes the Second Amendment. Pursuant to the Revised Master Taxing Entity Agreement, this sum is to be split among the Affected Taxing Entities as consideration for entering into the Revised Master Taxing Entity Agreement. Each Taxing Entity will be entitled to receive the additional consideration (with the amount for each Taxing Entity set forth in an exhibit to the Revised Master Taxing Entity Agreement) upon executing the Revised Master Taxing Entity Agreement, and will be entitled to keep the payment even if the Revised Master Taxing Agreement never becomes effective because not all of the Taxing Entities execute it.

The Second Amendment also requires the Developer to deposit with the City an extension fee of \$1.4 million within ten days after the City executes the Second Amendment. Pursuant to the Second Amendment, if the conditions precedent in the Second Amended and Restated DDA (Section 2.7) are satisfied and all of the hotel land, timeshare land and residential land are acquired by May 15, 2019, the City will apply the deposit to the purchase price for such land. If such conditions precedent are satisfied but the hotel component phases are not acquired by the

Developer by May 15, 2019, for any reason other than a default by the City, then the deposit will be retained by the City and distributed to the Taxing Entities in accordance with their shares of the basic 1% property tax.

An illustrative summary of expected payments to taxing authorities, below:

Taxing Entity	% revenue	Non-refundable		Subtotal	+ Payment	= Total
		Deposit	+ Extension \$			
				= Subtotal	At Closing	
					(5/15/19)	
MPUSD	0.517375	\$724,325	\$51,737	\$776,062	\$6,777,612	\$7,553,674
City of Seaside	0.209487	\$293,281	\$20,948	\$314,229	\$2,744,279	\$3,058,508
County General Fund	0.135471	\$189,659	\$13,547	\$203,206	\$1,774,670	\$1,977,876
MPC	0.055873	\$ 78,222	\$ 5,587	\$ 83,809	\$ 731,936	\$ 815,745
County Office of Education	0.031497	\$ 44,095	\$ 3,139	\$ 47,234	\$ 412,610	\$ 459,844
County Library	0.015822	\$ 22,150	\$ 1,582	\$ 23,732	\$ 207,268	\$ 231,000
Seaside County Sanitation Dist.	0.014717	\$ 20,603	\$ 1,471	\$ 22,074	\$ 192,792	\$ 214,866
Monterey Pen. Regional Parks	0.009004	\$ 12,605	\$ 1,000	\$ 13,605	\$ 117,952	\$ 131,557
Monterey Pen. Water Mgmt. Agency	0.004986	\$ 6,980	\$ 1,000	\$ 7,980	\$ 65,316	\$ 73,296
N. Salinas Mosquito Abatement Dist.	0.004746	\$ 6,644	\$ 1,000	\$ 7,644	\$ 62,172	\$ 69,816
Mont. County Water Resource Agency	0.000883	\$ 1,236	\$ 1,000	\$ 2,236	\$ 11,567	\$ 13,903
Mont. County Water Resource Agency (z11)	0.000137	\$ 191	\$ 1,000	\$ 1,191	\$ 1,794	\$ 2,985
Moss Landing Harbor District	0.000001	\$ 1	\$ 1,000	\$ 1,001	\$ 13	\$ 1,014

ENVIRONMENTAL REVIEW

A Final Environmental Impact Report was prepared and certified for the Original DDA on July 7, 2005. Thereafter, the Council adopted Addendum No. 1 on August 17, 2005, Addendum No. 2 on February 5, 2014, Addendum No. 3 on December 10, 2014, and Addendum No. 4 on December 7, 2017. Staff recommends that the Council find that the extension for the closing date of the hotel/resort, timeshare and residential land provided for in the Second Amendment does not change the underlying Project, and is within the scope of the final environmental impact report prepared and certified for the underlying Project, including Addendum Nos. 1 through 4, and that no further review under the California Environmental Quality Act is required as a result of the extension.

FISCAL IMPACT

As described above, the Second Amendment requires the Developer to deposit with the City the sum of \$104,011 to be split among the Affected Taxing Entities as consideration for entering into the Revised Master Taxing Entity Agreement and to pay the sum of \$1.4 million as a conditional extension fee (applicable to the purchase price at Closing, or if Developer fails to close for any reason other than a City default, delivered to the Taxing Entities).

Upon project completion and occupancy, the expected incremental revenue to the City is \$3.7 million annually in the first twenty years and \$8.9 million annually, thereafter.

SUBSEQUENT ACTIONS.

Upon the execution of the Revised Master Taxing Entity Agreement by all of the Taxing Entities, Staff will present to the Oversight Board for its consideration resolutions approving the matters described above and in December 7, 2017 staff report.

ATTACHMENTS

1. Draft Resolution
 2. Attachment 1: Second Amendment to Second Amended and Restated Disposition and Development Agreement
 3. Attachment 2 : Revised Master Taxing Entity Agreement
-

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 (I) AUTHORIZING THE EXECUTION AND DELIVERY OF THE SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT WITH MONTEREY BAY RESORT, LLC WITH RESPECT TO THE APPROXIMATELY 70-ACRE SITE LOCATED AT THE NORTHWEST CORNER OF GENERAL JIM MOORE BOULEVARD AND COE AVENUE IN THE CITY OF SEASIDE, (II) AUTHORIZING THE EXECUTION AND DELIVERY OF THE SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT WITH MONTEREY BAY RESORT, LLC, (III) AUTHORIZING THE EXECUTION AND DELIVERY OF THE REVISED MASTER TAXING ENTITY AGREEMENT WITH RESPECT TO THE SITE, AND (IV) TAKING CERTAIN RELATED ACTIONS

RECITALS:

A. The Redevelopment Agency of the City of Seaside (“Former Agency”) entered into a Disposition and Development Agreement with Seaside Resort Development, LLC, dated August 10, 2005, with respect to an approximately 80-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside (“City”), and then amended it by a First Amendment dated March 15, 2007, and a letter dated April 15, 2009 (“SRD DDA”).

B. Pursuant to the SRD DDA, Seaside Resort Development, LLC acquired 30 “early start lots” from the Former Agency. The property subject to the SRD DDA, less such 30 lots sold to Seaside Resort Development, LLC, is approximately 70 acres and is hereinafter referred to as the “Site.”

C. Pursuant to AB X1 26 (enacted in June 2011), as modified by the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011) (“*Matosantos*”), the Former Agency was dissolved as of February 1, 2012, the Successor Agency to the Redevelopment Agency of the City of Seaside (“Successor Agency”) was established, and a local oversight board to the Successor Agency was established, which was subsequently replaced by a countywide oversight board (each, an “Oversight Board”). Pursuant to California Health and Safety Code (“HSC”) Section 34175(b) and the California Supreme Court’s decision in *Matosantos*, on February 1, 2012, properties of the Former Agency transferred to the control of the Successor Agency by operation of law, including the Site.

D. The Successor Agency and Seaside Resort Development, LLC then entered into an Amended and Restated Disposition and Development Agreement, dated February 5, 2014, with respect to the Site (“DDA”) which was approved by the California Department of Finance (“DOF”), and which gave Seaside Resort Development, LLC certain credit against the purchase price for acquisition of the various portions or phases of the Site and extended deadlines for completion of the hotel and residential project described therein (“Project”).

E. Pursuant to HSC Section 34191.5(b), the Successor Agency prepared a long-range property management plan which addresses the disposition and use of the properties of the Former Agency, including the Site. By letter dated May 29, 2015, the DOF approved the LRPMP, as revised (“LRPMP”). Accordingly, the properties identified in the LRPMP, including the Site, were transferred to the Community Redevelopment Property Trust Fund (the “Trust Fund”) of the Successor Agency.

F. Pursuant to HSC Section 34191.3, the LRPMP shall govern and shall supersede all other provisions of the Dissolution Act (AB X1 26, as modified and amended) relating to the disposition of the real property assets of the Former Agency.

G. Although the Site is encumbered by the DDA, which is an enforceable obligation of the Former Agency, the LRPMP provides for the transfer of the Site by the Successor Agency from the Trust Fund to the City for future development of the Project, subject to the City entering into a compensation agreement with each of the affected taxing entities (the “Taxing Entities”) to compensate them for the Site in proportion to each Taxing Entity’s share of the base property tax as determined pursuant to HSC Section 34188. The Site was moved from the enforceable obligation category to the future development category in the revised LRPMP to address the DOF’s direction (given in connection with the DOF’s approval of the DDA) to consider options to expeditiously wind down the affairs of the Former Agency, including assigning administration of the DDA to the City and transferring the Site to the City.

H. The Successor Agency intends to convey the Site to the City and enter into an agreement with the City pursuant to which the Successor Agency assigns its rights and obligations in and under the DDA to the City, and the City agrees to administer the DDA, subject to the effectiveness of a resolution of the Oversight Board approving the foregoing, and the City Council intends to accept the conveyance of the Site and the assignment by the Successor Agency. In connection therewith, the Successor Agency adopted its Resolution No. 17-04 on December 7, 2017, authorizing the Successor Agency to convey the Site to the City and enter into an assignment, assumption and administration agreement in connection with the DDA (“Assignment Agreement”), subject to the effectiveness of an Oversight Board resolution approving the foregoing, and approving Addendum No. 4 to the final environmental impact report for the Project (“Addendum No. 4”). The City Council adopted its Resolution No. 17-91 on December 7, 2017, authorizing the acceptance of the Site, authorizing the City to enter into a compensation agreement with the Taxing Entities with respect to the Site (“Master Taxing Entity Agreement”), authorizing the City to enter into the Assignment Agreement, and approving Addendum No. 4. As of the date of adoption of this Resolution, the Oversight Board has not adopted a resolution approving the conveyance of the Site to the City and the Successor Agency entering into the Assignment Agreement with the City.

I. The Master Taxing Entity Agreement provides that the Taxing Entities consent to the Successor Agency conveying the Site to the City and assigning its rights and obligations in and under the DDA to the City and, following such assignment, the City entering into an amended and restated DDA with a new developer provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Site under the DDA or materially extend the deadlines in the DDA for sales of phases of the Site. As of the date of adoption of this Resolution, most of the Taxing Entities have executed the Master Taxing Entity Agreement but

the Master Taxing Agreement is not effective; the effective date of the Master Taxing Entity is when all of the parties have executed the Master Taxing Entity Agreement, the Successor Agency has conveyed the Site to the City, and the Successor Agency and the City have entered into the Assignment Agreement.

J. The City intends to enter into a second amended and restated DDA with respect to the Site (“Second Amended and Restated DDA”) with Monterey Bay Resort, LLC. That Second Amended and Restated DDA will include the City’s consent to an assignment by Seaside Resort Development, LLC of all of the existing DDA to Monterey Bay Resort, LLC, but the consent will be conditioned upon Monterey Bay Resort, LLC entering into the Second Amended and Restated DDA (which will state that it supersedes the existing DDA). The Second Amended and Restated DDA will not alter the amounts required to be paid for the Site under the DDA. Accordingly, the City Council’s Resolution No. 17-91 authorized the City, from and after the effective date of the Assignment Agreement, to enter into a Second Amended and Restated Disposition and Development Agreement with respect to the Site substantially in the form presented to the City Council at its December 7, 2017 meeting and on file in the office of the City Clerk.

J. Pursuant to its Resolution No. 18-08, adopted on February 15, 2018, the City Council approved an amendment to the Second Amended and Restated DDA, making certain modifications including a nonmaterial extension to the deadline for satisfying conditions precedent and for the closing of the sale of the hotel/resort land from February 28, 2018 to March 31, 2018, in the form attached to Resolution No. 18-08 (“First Amendment to Second Amended and Restated DDA”).

K. Monterey Bay Resort, LLC has requested a further six-month extension (from the date of approval of such extension by the City Council) for the closing of the sale of the hotel/resort land and the City Council desires to grant such extension. Accordingly, the City Council intends to enter into a second amendment to the Second Amended and Restated DDA to approve such extension (“Second Amendment to Second Amended and Restated DDA”).

L. The Second Amendment to the Second Amended and Restated DDA arguably would materially extend the deadlines in the DDA for the sales of phases of the Site, thereby negating the consent of any Taxing Entity which has executed the Master Taxing Entity Agreement. Accordingly, the City Council intends to enter into a revised compensation agreement, entitled “Revised Master Taxing Entity Agreement” with the Taxing Entities.

M. Although the Assignment Agreement is not yet effective, the Second Amendment to Second Amended and Restated DDA modifies the Second Amended and Restated DDA to provide that the conditions precedent to the effectiveness of the Second Amended and Restated DDA include execution of the Assignment Agreement. Therefore, it is appropriate for the Second Amended and Restated DDA to be executed concurrently with the Second Amendment to Second Amended and Restated DDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council certified a Final Environmental Impact Report for the Project on July 7, 2005 and thereafter, on August 17, 2005 adopted Addendum No. 1, on February 5, 2014, adopted Addendum No. 2, on December 10, 2014, adopted Addendum No. 3, and on December 7, 2017, adopted Addendum No. 4. The City Council hereby finds that the extension for the closing of the sale of the hotel/resort land, timeshare land and residential land, as set forth in the Second Amendment to the Second Amended and Restated DDA, is within the scope of the Final Environmental Impact Report and Addendum Nos. 1 through 4, and no further review under the California Environmental Quality Act is required in connection with the Second Amendment to the Second Amended and Restated DDA.

Section 3. The Mayor (or, in the Mayor's absence, the Mayor Pro Tem) is hereby authorized and directed to execute and deliver, for and in the name of the City, the Second Amended and Restated DDA in substantially the form presented to the City Council at its December 7, 2017 meeting and on file with the City Clerk, with changes therein as the Mayor (or the Mayor Pro Tem, as the case may be) may approve in consultation with Richards, Watson and Gershon, the City's Special Counsel ("Special Counsel") (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 4. The Second Amendment to the Second Amended and Restated DDA by and between the City and Monterey Bay Resort, LLC in the form attached hereto as Exhibit A is hereby approved. The Mayor, (or, in the Mayor's absence, the Mayor Pro Tem) is hereby authorized and directed to execute and deliver, for and in the name of the City, the Second Amendment to the Second Amended and Restated DDA in substantially such form, with changes therein as the Mayor (or the Mayor Pro Tem, as the case may be) may approve in consultation Special Counsel (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 5. The Revised Master Taxing Entity Agreement by and between the City and the Taxing Entities, in the form attached hereto as Exhibit B, is hereby approved. The Mayor, (or, in the Mayor's absence, the Mayor Pro Tem) is hereby authorized and directed to execute and deliver, for and in the name of the City, the Revised Master Taxing Entity Agreement in substantially such form, with changes therein as the Mayor (or the Mayor Pro Tem, as the case may be) may approve in consultation with Special Counsel (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 6. The officers and staff of the City are hereby authorized and directed, jointly and severally, to execute such instruments and do any and all things which they may deem necessary or advisable to effectuate this Resolution and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council at a meeting held on the 15th day of November. 2018.

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk

EXHIBIT A

FORM OF SECOND AMENDMENT TO SECOND AMENDED AND RESTATED DDA

(Attached)

Exhibit A

EXHIBIT B

FORM OF REVISED MASTER TAXING ENTITY AGREEMENT

(Attached)

Exhibit C

**SECOND AMENDMENT TO SECOND AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (the "Second Amendment") is dated November 15, 2018 and is entered into by and between the CITY OF SEASIDE, a California municipal corporation ("City") and MONTEREY BAY RESORT, LLC, a Nevada limited liability company ("Developer").

RECITALS

A. City and Developer entered into a Second Amended and Restated Disposition and Development Agreement dated December 7, 2017 (including all exhibits thereto, the "DDA"). Capitalized terms used but not defined in the Amendment shall have the meanings ascribed thereto in the DDA.

B. City and Developer entered in an amendment to the DDA dated February 15, 2018 ("First Amendment to DDA").

C. City and Developer desire to further amend the DDA to extend the deadline therein for satisfaction of conditions precedent to the effectiveness of the DDA, provide for a security deposit, and provide for additional consideration for payment to the affected taxing entities.

NOW, THEREFORE, in consideration of the foregoing recitals, and other consideration, the adequacy of which is hereby acknowledged, City and Developer hereby agree as follows:

1. Section 2.7 of the DDA is hereby amended to read in full as follows:

2.7 Conditions Precedent. The effectiveness of this Restated DDA is conditioned upon the occurrence of the following on or before May 15, 2019: (i) reimbursement by Seaside Resort Development, LLC ("SRD") of City costs incurred in connection herewith and in connection with that certain Second Amended and Restated Golf Course Lease between City and Developer ("Second Restated Lease"), (ii) the effectiveness of the assignment of the First Restated DDA by SRD to Developer pursuant to that certain Assignment and Assumption Agreement between Seaside Resort Development, LLC and Developer (and delivery of reasonable evidence to the City that such assignment has occurred, [and that all residential land, as opposed to Hotel Component Phases (including Timeshare Component land for Hotel Stage One and Two) is to be conveyed to SRD pursuant to credit under the DDA] such as an estoppel executed by SRD and Developer to the City certifying that the assignment has occurred); (iii) the effectiveness of the assignment by B&B of that certain Amended and Restated Ground Lease dated December 15, 2005 between B&B and the City, and the delivery of reasonable evidence thereof to City (such as an estoppel executed by B&B and Developer to the City certifying that the assignment has occurred); (iv) the execution of a Revised Master Taxing Entity Agreement (compensation agreement) under California Health & Safety Code Section 38180(f), acceptable

to the City, by all Taxing Entities; (v) approval by the Oversight Board of the Successor Agency's conveying the Property to the City and of the Successor Agency's executing an assignment, assumption and administration agreement with the City with respect to the First Restated DDA (and the execution of such assignment agreement and it becoming effective); (vi) the approval of such Oversight Board decisions by the California Department of Finance ("DOF") or the failure of the DOF to request review (or extend the time for review) within the applicable time period required by law; and (vii) the written assignment and assumption by B&B and Developer of the Financing Agreement for bonds relating to the golf courses. City hereby consents to the assignments described above subject to such conditions. Upon the effectiveness of this Restated DDA, this Restated DDA shall supersede the First Restated DDA.

2. Section 5.2.6 of the DDA is hereby amended to read in full as follows:

5.2.6 City may terminate this Agreement if any or all of the Hotel Component Phases, Timeshare Phases or Residential Phases (i.e., the remainder of the Site not yet sold) are not acquired by May 15, 2019. None of the Hotel Component Phases, or Timeshare Phases shall be purchased with Takedown Credits. (Notwithstanding anything to the contrary in this Restated DDA, and any Timeshare Component land used for Hotel Stages One and Two are part of the property that must be acquired by May 15, 2019.)

3. Section 28 of Attachment 3 to the DDA (Schedule of Performance) is hereby deleted, and Section 25 of said Attachment 3 is hereby amended to read in full as follows:

25. Close of Escrow for all Hotel Phases/Stages, all Timeshare Phases and all Residential Phases (and record Memorandum of DDA)	May 15, 2019
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4. Notwithstanding Section 2.7 of the DDA, the effectiveness of this Section 4 is not conditioned upon the occurrence of any conditions precedent (and shall be binding from and after the date of execution hereof).

Within ten (10) days after the date the City executes and delivers this Second Amendment, Developer will deliver to the City the non-refundable sum of One Million Four Hundred Dollars (\$1,400,000) as a conditional extension fee ("Fee") and if the Developer fails to do so (time being of the essence), then the City Manager may terminate this Second Amendment by written notice to Developer. If the conditions in Section 2.7 of the DDA are satisfied, and all of the Hotel Component Phases, Timeshare Phases and Residential Phases are acquired by May 15, 2019, the City will apply the Fee to the purchase price. If the conditions in Section 2.7 of the DDA are satisfied, but such Phases (consisting of the remainder of the Site) are not acquired by Developer by May 15, 2019 for any reason (other than a default by City), then the Fee shall be

retained by the City (and distributed to applicable taxing entities who would be entitled to proceeds of a sale, in accordance with the Revised Master Taxing Entity Agreement).

Within ten (10) days after the City executes and delivers this Second Amendment, Developer will also deposit with the City the sum of One Hundred Four Thousand Thirty Nine Dollars (\$104,011), and if the Developer fails to do so (time being of the essence), then the City Manager may terminate this Second Amendment by written notice to Developer. City shall use such sum to provide additional consideration to the Taxing Entities for execution of the Revised Master Taxing Entity Agreement (and need not be returned by any Taxing Entity who executes the Master Taxing Agreement in accordance with the Revised Master Taxing Entity Agreement, even if not all Taxing Entities executed the Revised Master Taxing Agreement), but the share of any Taxing Entity that fails to execute the Revised Master Taxing Agreement shall be returned to Developer

5. The DDA is hereby ratified.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment as of the day and year first above written.

CITY:

CITY OF SEASIDE

By: _____
Ralph Rubio, Mayor

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
Special Counsel to the City

By: _____
Bruce Galloway

DEVELOPER:

MONTEREY BAY RESORT, LLC,
a Nevada limited liability company

By: _____
Print Name: _____
Title: _____

REVISED MASTER TAXING ENTITY AGREEMENT

This **REVISED MASTER TAXING ENTITY AGREEMENT** (this “Agreement”, which is a so-called “compensation agreement under Health and Safety Code Section 34180(f)”, is dated as of _____, 2018, and is entered into by and among the City of Seaside (“City”) and the following public agencies (the City and the public agencies are each a “Taxing Entity” or “Party”, and collectively the “Taxing Entities” or “Parties”):

County General Fund
County Library
Monterey County Water Resources Agency
Monterey County Water Resources Agency, Zone 11
Monterey Peninsula Water Management Agency
Monterey Peninsula Regional Parks
North Salinas Valley Mosquito Abatement District
Moss Landing Harbor District
Seaside County Sanitation District
Monterey County Office of Education
Monterey Peninsula Unified School District
Monterey Peninsula Community College
ERAF

RECITALS:

A. The Redevelopment Agency of the City of Seaside (the “Former Agency”) entered into a Disposition and Development Agreement with Seaside Resort Development, LLC (“Developer”), dated as of July 7, 2005, with respect to an approximately 80-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside (“City”), and then amended it by a First Amendment dated March 15, 2007, and a letter dated April 15, 2009 (“SRD DDA”).

B. Pursuant to the SRD DDA, the Developer acquired 30 “early start lots” from the Former Agency. The property subject to the SRD DDA, less such 30 lots sold to the Developer, is approximately 70 acres and is hereinafter referred to as the “Site”.

C. Pursuant to AB X1 26 (enacted in June 2011), as modified by the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011) (“*Matosantos*”), the Former Agency was dissolved as of February 1, 2012, the Successor Agency to the Redevelopment Agency of the City of Seaside (“Successor Agency”) was established, and an oversight board to the Successor Agency was established, which was subsequently replaced by a countywide oversight board (each, an “Oversight Board”). Pursuant to California Health and Safety Code (“HSC”) Section 34175(b) and the California Supreme Court’s decision in *Matosantos*, on February 1, 2012, properties of the Former Agency transferred to the control of the Successor Agency by operation of law, including the Site.

D. The Successor Agency and the Developer then entered into an Amended and Restated Disposition and Development Agreement, dated February 5, 2014, with respect to the

Site (“DDA”) which was approved by the California Department of Finance (“DOF”), and which gave the Developer certain credit against the purchase price for acquisition of the various portions or phases of the Site and extended deadlines for completion of the hotel and residential project described therein (“Project”).

E. Pursuant to HSC Section 34191.5(b), the Successor Agency prepared a long-range property management plan which addresses the disposition and use of the properties of the Former Agency, including the Site. By letter dated May 29, 2015, the DOF approved the LRPMP, as revised (“LRPMP”). Accordingly, the properties identified in the LRPMP, including the Site, were transferred to the Community Redevelopment Property Trust Fund (the “Trust Fund”) of the Successor Agency.

F. Pursuant to HSC Section 34191.3, the LRPMP shall govern and shall supersede all other provisions of the Dissolution Act (AB X1 26, as modified and amended) relating to the disposition of the real property assets of the Former Agency.

G. Although the Site is encumbered by the DDA, which is an enforceable obligation of the Former Agency, the LRPMP provides for the transfer of the Site by the Successor Agency from the Trust Fund to the City for future development of the Project, subject to the City entering into a compensation agreement with each of the Taxing Entities to compensate them for the Site in proportion to each Taxing Entity’s share of the base property tax as determined pursuant to HSC Section 34188. The Site was moved from the enforceable obligation category to the future development category in the revised LRPMP to address the DOF’s direction (given in connection with the DOF’s approval of the DDA) to consider options to expeditiously wind down the affairs of the Former Agency, including assigning administration of the DDA to the City and transferring the Site to the City.

H. The Successor Agency intends to assign its rights and obligations in and under the DDA to the City and convey the Site to the City and enter into an agreement with the City for the City to administer the DDA subject to the effectiveness of a resolution of the Oversight Board approving the foregoing, and the City Council intends to accept the conveyance of the Site and the assignment by the Successor Agency. In connection therewith, the City Council adopted its Resolution No. 17-91 on December 7, 2017, authorizing the City to enter into a compensation agreement with the Taxing Entities with respect to the Site substantially in the form attached to Resolution No. 17-91 (“Original Master Taxing Entity Agreement”).

I. The Original Master Taxing Entity Agreement provides that the Taxing Entities consent to the Successor Agency conveying the Site to the City and assigning its rights and obligations in and under the DDA to the City and, following such assignment, the City entering into an amended and restated DDA with a new developer provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Site under the DDA or materially extend the deadlines in the DDA for sales of phases of the Site.

J. On November 15, 2018, the City Council adopted Resolution No. ____, approving an amendment to the amended and restated DDA whereby the closing date for the sale of the hotel/resort land will be extended by six months to May 15, 2019, which extension arguably would materially extend the deadlines in the DDA for the sale of the phases of the Site,

thereby negating the consent of any Taxing Entity which has previously executed the Original Master Taxing Entity Agreement.

K. As of the date of adoption of Resolution No. ____, a number of Taxing Entities have executed the Original Master Taxing Entity Agreement but the Original Master Taxing Agreement is not effective; the effective date of the Original Master Taxing Entity is when all of the parties have executed the Original Master Taxing Entity Agreement, the Successor Agency has conveyed the Site to the City, and the Successor Agency and the City have entered into the Assignment Agreement.

L. On account of the extension described in Paragraph J hereof, the Parties are entering into this Revised Master Taxing Entity Agreement, which supersedes the Original Master Taxing Entity Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COMPENSATION, BOTH MONETARY AND NONMONETARY, AND THE COVENANTS PROVIDED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are a substantive part of this Agreement.

Section 2. Original Master Taxing Entity Agreement Superseded. This Agreement supersedes the Original Master Taxing Entity Agreement by and among the City and the Taxing Entities.

Section 3. Consideration. In consideration for entering into this Agreement, the Taxing Entities agree that the City will pay a non-refundable amount to each Taxing Entity upon that Taxing Entity's execution of this Agreement in accordance with the payment amounts set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Compensation. The Taxing Entities agree that the City will pay compensation to the Taxing Entities for the Site as follows:

(i) The total compensation will be equal to the sales proceeds received by the City from the Developer or a new Developer for the periodic sales of portions or "phases" of the Site in accordance with the terms of the amended and restated DDA, less the costs of sale to be borne by the City under the terms of the DDA;

(ii) The total compensation will be paid in installments which correspond (both in the amount and the timing of the payment) with the Developer's or new Developer's acquisition of the Site in phases, as provided for in the amended and restated DDA;

(iii) The City will remit the sales proceeds received by the City in connection with each closing within ten (10) business days of the City's receipt thereof to the Monterey County Auditor-Controller for remittance by the Auditor-Controller to the Taxing Entities in proportion to their shares of the base property tax as determined pursuant to HSC Section 34188 at the time of the payment; provided that if the Monterey County Auditor-Controller notifies the City to remit payments directly to the Taxing Entities, the City will make payments to the Taxing

Entities in proportion to their shares of the base property tax as determined by the Auditor-Controller pursuant to HSC Section 34188 at the time of the payment by check delivered to their addresses listed on their respective signature pages hereof within ten (10) business days of the City's receipt of sale proceeds. The Taxing Entities and their existing percentage shares of the based property tax are listed in Exhibit A, attached hereto and incorporated herein; and

(iv) The legal description of the Site, purchase prices and credits are described in the DDA and the Schedule of Performance is consistent with Section 5 below and the amendment described in Recital J above. The Taxing Entities acknowledge receipt of a copy of the DDA and such amendment.

(v) Pursuant to the amendment to the amended and restated DDA described in Recital J above, the City must receive a conditional extension fee payment of \$1,400,000 and an additional payment of \$104,011 from the new developer within ten (10) days after the amendment is executed. The amendment provides that if the conditions to effectiveness of the amended and restated DDA are satisfied, but the closing of the sale of Hotel Component Phases, Timeshare Phases and Residential Phases does not occur by May 15, 2019, then the \$1,400,000 fee will be retained by the City (unless the failure to close results from a City default). The City will then distribute the \$1,400,000 extension fee among the Taxing Entities (in proportion to their rights to receive sale proceeds under Section 4(iii) above). If the closing timely occurs, the \$1,400,000 fee will be applied to the purchase price. The amendment also provides that the \$104,011 payment will be distributed among the Taxing Entities, but each Taxing Entity will not receive its share unless and until it duly approves, executes and returns this Revised Master Taxing Agreement; however, once paid to a Taxing Entity for such executed Revised Master Taxing Agreement, such payment of its share of the \$104,011 need not be returned.

Section 5. Consent to Transfer of the Site, Assignment of DDA, and Amendment of DDA. The Taxing Entities hereby irrevocably consent to (i) the Successor Agency transferring the Site to the City in accordance with the approved LRPMP; (ii) the Successor Agency assigning its rights and obligations in and under the DDA to the City in accordance with the approved LRPMP; and (iii) following such assignment, the City entering into an amended and restated DDA with a new developer (which supersedes the existing DDA and includes the City's consent to an assignment by the Developer of the DDA to the new developer); provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Site under the DDA or extend the deadlines in the DDA for sales of Hotel Component Phase, Timeshare Phases and Residential Phases (i.e., all of the remaining Site not yet sold) beyond May 15, 2019, or (iv) following such assignment, the City entering into an amendment to, or an amendment and restatement of, the DDA with the Developer provided that the amendment or amendment and restatement does not reduce the purchase prices to be paid for the Site under the DDA or extend the deadlines in the DDA for the sale of all of the Site under the DDA beyond May 31, 2019.

Section 6. Effective Date. The effective date of this Agreement will be the date that all of the following have occurred: (i) the Parties have executed this Agreement, (ii) the Successor Agency has conveyed the Site to the City, and (iii) the Successor Agency and the City have entered into an agreement in which the Successor Agency assigns its rights and obligations in and under the DDA to the City.

Section 7. Authorization. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party. In addition:

(a) The County of Monterey (the “County”) warrants that in addition to entering into this Agreement by and on behalf of the County, the County has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the County General Fund (Fund No. 19000) and the County Library (Fund No. 19500);

(b) The Monterey County Office of Education (the “MCOE”) warrants that in addition to entering into this Agreement by and on behalf of the MCOE, the MCOE has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the ERAF (Fund No. 01700); and

(c) The Monterey County Water Resources Agency (the “MCWRA”) warrants that in addition to entering into this Agreement by and on behalf of the MCWRA, the MCWRA has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the Monterey County Water Resources Agency, Zone 11 (Fund No. 3800).

Section 8. No Personal Liability. No official, agent, or employee of any Party shall be individually or personally liable for any amount which may become due under this Agreement or on any obligations under the terms of this Agreement.

Section 9. Assignment. This Agreement shall not be assignable by any Party without the prior written consent of the other Parties.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

Section 11. Further Assurances. The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 12. Notices. All notices and other communications shall be given or made in writing by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight messenger service. Notices shall be considered given upon (i) one business day following timely deposit with a nationally recognized overnight courier service, charges prepaid, or (ii) three business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as specified on the signature pages of this Agreement; provided that if a Party gives notice of a change of name or address, notices to such Party shall thereafter be given as specified in that notice.

Section 13. Severability. If one or more of the covenants or agreements provided in this Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 14. Construction. The Parties agree that each Party and its counsel have reviewed 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 amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

Section 15. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 16. Governing Law. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 17. Amendments. This Agreement may be amended from time to time by written instrument executed by all of the Parties, provided that if an amendment only affects a particular Taxing Entity or Taxing Entities, this Agreement may be amended by written instrument executed by the City and the particular Taxing Entity or Taxing Entities affected by the amendment.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

City of Seaside

By: _____

Print Name: _____

Title: _____

Attest by: _____
City Clerk

Approved as to form:

Address for Notices:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93995
Attn: City Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the County of Monterey, the County General Fund and the County General Library.

By:_____

Print Name:_____

Title:_____

Attest by:_____

Approved as to form:

County Counsel

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Water Resources Agency and Monterey County Water Resources Agency, Zone 11.

By:_____

Print Name:_____

Title:_____

Attest by:_____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Water Management Agency

By:_____

Print Name:_____

Title:_____

Attest by:_____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Regional Parks

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

North Salinas Valley Mosquito Abatement District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Moss Landing Harbor District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Seaside County Sanitation District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Office of Education and ERAF.

By:_____

Print Name:_____

Title:_____

Attest by:_____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Unified School District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Community College

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

EXHIBIT “A”

Taxing Entities and Their Existing Percentage Shares

Code	Name	Percentage of Revenues
19000	County General Fund	0.135471
19500	County Library	0.015822
21000	City of Seaside	0.209487
37000	Monterey County Water Resources Agency	0.000883
38000	Monterey County Water Resources Agency, Zone 11	0.000137
43500	Monterey Peninsula Water Management Agency	0.004986
44600	Monterey Peninsula Regional Parks	0.009004
47300	North Salinas Valley Mosquito Abatement District	0.004746
47400	Moss Landing Harbor District	0.000001
48000	Seaside County Sanitation District	0.014717
25300	Monterey County Office of Education	0.031497*
27400	Monterey Peninsula Unified School District	0.517375*
27800	Monterey Peninsula Community College	0.055873*
01700	ERAF	0.000000*
		<u>1.000000</u>

*For the purpose of distributing the proceeds of property sales to the Taxing Entities, the ERAF percentage share is allocated among the Monterey County Office of Education, the Monterey Peninsula Unified School District, and the Monterey Peninsula Community College.

EXHIBIT “B”

TAXING ENTITIES AND THEIR CONSIDERATION

(ALLOCATION OF \$104,011)

<u>TAXING ENTITY</u>	<u>AMOUNT</u>
MPUSD	\$ 51,737
City of Seaside	\$ 20,948
County General Fund	\$ 13,547
MPC	\$ 5,587
County Office of Education	\$ 3,139
County Library	\$ 1,582
Seaside County Sanitation District	\$ 1,471
Monterey Pen. Regional Parks	\$ 1,000
Monterey Pen. Water Mgmt. Agency	\$ 1,000
N. Salinas Mosquito Abatement Dist.	\$ 1,000
Monterey County Water Resource Agency	\$ 1,000
Monterey County Water Resource Agency (z11)	\$ 1,000
Moss Landing Harbor District	<u>\$ 1,000</u>
TOTAL	\$104,011