



CITY OF SEASIDE
CITY COUNCIL

AGENDA

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, December 20, 2018
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

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

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Vacant	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

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

5. **PUBLIC COMMENT**

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

6. **PUBLIC AGENCY COMMUNICATIONS**

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

7. **PRESENTATIONS**

A. **PRESENTATION OF THE NOVEMBER 2018 HOUSE OF THE MONTH**

RECOMMENDATION: The purpose of this item is to recognize Irene and Bradley Jones, property owners of 660 Elm Avenue for beautifying and maintaining their property.

B. REPORT ON DECEMBER 14, 2018 FORA BOARD MEETING AND DIRECTION TO STAFF

RECOMMENDATION: The purpose of this item is for Council to receive report and provide direction to staff.

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 15, DECEMBER 6 AND DECEMBER 12, 2018

B. APPROVE AND FILE CITY CHECKS THROUGH NOVEMBER 22, 2018

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 6, 2018 through November 23, 2018 including the payroll and benefits checks, direct deposits and wired payments related to the pay periods of November 8, 2018 and November 22, 2018. Total Accounts Payable and Payroll for the above referenced period is \$2,765,913.52.

C. APPROVE AND FILE CITY CHECKS THROUGH DECEMBER 7, 2018

RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of November 24, 2018 through December 7, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of December 6, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,415,410.16.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE MIDDLE SCHOOL BOYS AND GIRLS BASKETBALL TEAM FOR COSTS ASSOCIATED WITH PURCHASING AND REPLACING SPORTS UNIFORMS

PURPOSE & RECOMMENDATION: To approve the request from the Seaside Middle School Boys and Girls Basketball Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with purchasing and replacing sports uniforms.

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

RECOMMENDATION: To approve a Two Thousand Dollar (\$2,000.00) request from Seaside High School Robotics Program for a donation from the Mayor's Youth Fund to help cover the cost for their regional competition and the world competition.

F. AUTHORIZE CITY COUNCIL ATTENDANCE AT THE LEAGUE OF CALIFORNIA CITIES NEW MAYOR AND COUNCIL MEMBER ACADEMY

RECOMMENDATION: Authorize expenditures to cover the costs for any Council Member to attend the California League of Cities New Mayor and Council Member Academy on either January 16-18, 2018 or January 30 to February 1, 2018.

G. APPROVE APPOINTMENTS VACANT POSITIONS ON VARIOUS BOARDS, COMMISSIONS AND COMMITTEES

RECOMMENDATION: Approve the appointments as recommended by Mayor Oglesy and Mayor Pro Tem Pacheco to the the Neighborhood Improvement Program, Homeless Committee, Environmental Committee, Planning Commission and Board of Architectural Review.

H. APPROVE MODIFICATION TO EXPENSE AND PUBLIC USE OF RESOURCES POLICY TO ELIMINATE PROVISION III SECTION K. FAMILY CARE EXPENSES FROM THE POLICY

RECOMMENDATION: Authorize the eliminating of Provision III Section K. Family Care Expenses from the Expense and Public Use of Resources policy.

I. APPROVE AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT

RECOMMENDATION: To review and approve Amended and Restated City Attorney Employment Agreement.

J. APPROVE A RESOLUTION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR THE PRELIMINARY DESIGN OF MANZANITA STUART PARK FOR AN AMOUNT NOT TO EXCEED \$49,810.

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 a cost not to exceed \$49,810.00 for the preliminary design of Manzanita Stuart Park, and to authorize Finance to make the necessary adjustments to generate a Capital Improvement Program (CIP) Project within the Parks–Playground Improvement Fund.

9. BUSINESS ITEMS

**A. DISCUSS AND CONSIDER APPROVAL OF CITY HALL AND AVERY GALLERY
USE POLICY**

RECOMMENDATION: Approve a resolution adopting a City Hall and Avery Gallery reservation and use policy.

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

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

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 18, 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.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, November 15, 2018
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:00 PM.

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

PRESENT: Alexander, Pacheco, Rubio

ABSENT: Campbell, Jones

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

No changes requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Alvin Edwards spoke in support of the passing of Measure J and his successful campaign for water District and in support of George Riley's appointment. He committed to keeping the Seaside community informed.
- CSUMB Professor Dan Fernandez spoke in support of those that succeeded in the Election and spoke to the students who are participating in the Sustainable Cities program.
- Natalia Molina also spoke with gratitude for voting her to serve on the MPC Board of Trustees.
- Ruthie Watts congratulated all the elected officials who prevailed and congratulated Mayor Rubio for all the work he has done for the City of Seaside and thanked him for his service to the City. She also questioned why the fire department is not collecting items for the fire victims.
- Ann Marie Pagan spoke to the election results, for the New Mayor-Elect and Council Person-elect. She encouraged the Council to continue to take action with the investigation regardless of Council Member Jones resignation. She encouraged the City Manager would recommit to the citizens to restore faith in him.
- Peter Keiser spoke to filling the vacant council member positions and suggested criteria for the selection for the new Council Member is based on biblical characteristics.
- A resident thanked the Mayor for everything that he has done for the City. She also invited the community to attend the Seaside Raiders championship game at noon and encouraged supporting Seaside youth.

6. **PUBLIC AGENCY COMMUNICATIONS**

There were no public agency communications.

7. **PRESENTATIONS**

A. EXPRESS APPRECIATION TO FOUR INDIVIDUALS FOR LIFE SAVING EFFORTS DURING SEASIDE RAIDERS FOOTBALL GAME

Mayor Rubio and Council Member Pacheco presented recognition and gratitude for individuals who made selfless acts assisting a Seaside Raiders parent. They also recognized The Seaside Raiders for their championship status and thanked the Seaside Raider organization and the impacts they have made to create community with our youth.

8. CONSENT CALENDAR

Items C and H were pulled for discussion. Mayor Rubio invited comments from the public and had no requests to speak.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved the Consent Agenda with the exception of items C and H.

RESULT:	Approved
AYES:	Ralph Rubio, Dennis Alexander, Dave Pacheco
NOES:	None

A. APPROVE MINUTES OF NOVEMBER 1, 2018

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved and Filed

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

Seaside Middle School Teacher Chris Chopic spoke to the request to take students to the Museum to learn about ancient Egyptian culture and teach how to use vermi-culture to restore their soil, teach ancient and current ways to preserve the natural environment. Mayor Rubio invited comments from the public and had no requests to speak.

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 request as presented.

RESULT:	Approved
AYES:	Ralph Rubio, Dennis Alexander, Dave Pacheco
NOES:	None

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.

Action: Approved

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.

Action: Approved Resolution

F. APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF TWO ADA

COMPLIANT POOL LIFTS FOR THE PATTULLO SWIM CENTER

Action: Approved Resolution

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

Action: Approved Resolution

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

Council Member Pacheco requested to clarify the costs of the rehabilitation. Staff indicated that Yosemite Street from Mingo to La Salle is estimated at \$1.3 million and from Kimball from Fremont to Wheeler is approximately \$1 million dollars for rehabilitation. Mayor Rubio invited comments from the public and had no requests to speak.

On motion by Mayor Pro Tem Dave Pacheco and seconded by Mayor Pro Tem Dennis Alexander and passed by the following vote the City Council adopted a resolution approving the annual program compliance report for projects funded by Measure X.

RESULT: **Approved**
AYES: Alexander, Pacheco, Rubio
NOES: None

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

Action: Approved Memorandums of Understanding

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

Action: Approved Resolution

9. PUBLIC HEARING

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

City Engineer Rick Riedl presented the appeal of a denied tree permit application. The applicant requested removal of the tree citing it was causing damage to the driveway and sidewalk. An arborist reviewed the tree, recommended retaining the tree and installing root barriers to prevent future damage as no damage was identified. Based on the arborist report, the permit was denied. The Council questioned Mr. Riedl regarding the application details. Mr. Riedl confirmed that no damage was observed from the sidewalk or the driveway but that there are roots observed on the surface area but not to a level that would warrant the removal.

Mr. Cook, the applicant responded detailing the damage that will be caused to his and the neighboring properties if mitigation is not done and that this is a proactive measure. He also indicated he has planted 11 trees on his property and will agree to a replacement of this tree with a breed that is appropriate for the space.

Mayor Rubio opened the public hearing.

- Applicant's neighbors Lory Ray and Peter Anderson spoke in support of the tree removal as they believe it may cause damage in a storm due to its size and they trusted the applicant would replace the tree.
- Lisa Ann Sawhney spoke in support of the applicant being proactive to prevent damage and supported his request.
- Kay Cline appreciated Seaside trying to protect and encourage trees, but also in favor of a resident protecting his property and supported the removal and replacement with a different species. Please allow him to remove the tree and hold him to replacing it.
- Mitt Sawhney spoke to the impacts of recent winter storms and with the size of the tree, he spoke in support of allowing the removal.

Mayor Rubio closed the public hearing. The Council deliberated and Council Member Pacheco appreciated the applicant being proactive in protecting property and the neighborhood and committing to replacement of the tree. Mayor Rubio spoke to our coastal nature that eliminates many trees from growing in this area and with proactive maintenance including trimming and topping the tree would not cause the damage that is feared. Mayor Pro Tem Alexander agreed that the tree can be managed to prevent future damage.

On motion by Mayor Rubio and seconded by Mayor Pro Tem Alexander and passed by the following vote the City Council denied the appeal and upheld the staff recommendation to maintain the tree.

RESULT:	Appeal Denied
AYES:	Rubio, Alexander
NOES:	Pacheco

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 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.**

Economic Development Director Stearns spoke to the item at the past meeting reporting that an agreement has been reached as requested between the applicant and the boating enthusiasts. She detailed the newly proposed location of the nesting rafts behind the islands and confirmed that the permit is a nonexclusive use. She also reported that they agreed not to use zip ties and instead will be using a non-corrosive metal. Ms. Stearns answered questions from the Council. The Council acknowledged that the two groups did everything that was asked at the last meeting. The two groups acknowledge that they were satisfied of the agreement.

Mayor Rubio invited comments from the public.

- Black Matheson President of the Monterey Audubon Society spoke to the worldwide discussion of the Heerman gulls that have nested in Seaside. It is a unique opportunity of an endangered species to help elevate Seaside's ecological reputation.

- Anthony Lombardo spoke on behalf of the model boaters that it was a great compromise.
- Dan Fernandez questioned the impacts of sound on the bird's nesting.
- Byron Chin responded to the prior public comment that he is a birder and drone pilot and to his observations of the birds reacting to noise and thinks that we can develop proper guidelines to ensure that they won't be impacted.

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 permit as presented.

RESULT: **Approved**
 AYES: Ralph Rubio, Dennis Alexander, Dave Pacheco
 NOES: None

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.

City Engineer Riedl spoke to the proposed improvements to Ellis park, outlined the community direction that was provided to develop a master plan and design improvements for this park which include adding ADA parking, a new multiuse sport court and play structure, upgraded picnic/bbq area and water fountain. Mr. Riedl answered questions from the Council.

Mayor Rubio invited comments from the public on this time.

- Ian Oglesby suggested that the City consider design improvements that could be used at multiple parks to achieve economies of scale.

City Engineer Riedl said that it cannot happen due to design immunity issues. Council Member Pacheco spoke to the PRC priority plan for developing one master plan. Park improvements strengthen our community. The council discussed the design immunity concern and spoke to the possible development of an overarching plan that can be then individually applied.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council adopted a resolution authorizing the agreement with Whitson Engineers.

RESULT: **Approved**
 AYES: Ralph Rubio, Dennis Alexander, Dave Pacheco
 NOES: None

C. CITY ACTIONS TO IMPLEMENT THE SEASIDE RESORT PROJECT

City Manager Malin provided a status of the project and that Monterey bay Resorts LLC was working diligently toward project goals when one of the principals passed away. Subsequent conversations with SRD and Monterey bay LLC has resulted in a request for a 6 month extension of a DDA with MBR moving the closing to May 25, 2019. If approved, the city interest would be demonstrated by the developer delivering a non-refundable deposit of \$1.5 million within 10 days to be distributed under the tax distribution policy. If MBR does not close on the property by May 2019 they are in default and all the taxing authorities get to retain the deposit and extension revenue.

Mayor Rubio invited comments from the public.

- Mitt Sawhney expressed frustration that previous deadlines have not come to fruition and questioned what assurance the city has that the ground breaking will happen and what plans does the city have if the developer defaults.

- Ian Oglesby requested clarification regarding the distribution to the taxing entities and questioned the penalty or city pan if the developer fails to deliver the funds within 10 days.

City Manager Malin spoke to the idea that rather than just continue extending agreements that a \$1.5 million commitment would incentivize the developer to move forward with the project. They will lose it if they do not close on May 15th. There is a secondary developer if Monterey Bay Resorts does not close.

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

RESULT:	Approved
AYES:	Alexander, Pacheco, Rubio
NOES:	None

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

Council Member Pacheco requested a status report about finishing the portal project and reminded staff that he had requested a long term pavement management plan. City Attorney Freeman reminded the community about the Short Term Rental regulations and encouraged anyone who is operating one without a permit that enforcement will be commencing in the near future.

12. ADJOURNMENT

On motion, the meeting was adjourned at 8:59 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, December 6, 2018
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:00 P

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

PRESENT: Alexander, Campbell, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Kenneth Murray provided the invocation.

4. **PUBLIC COMMENT**

Mayor Rubio invited comments for items not on the agenda.

- Bobby Maxwell invited the Council and members of the public to the Seaside PAL Banquet.
- Ana Lisa Mitchell thanked the Mayor Rubio and Mr. Alexander for their years of service to the City.
- Ann Marie Pagan thanked the Mayor and Mayor Pro Tem for their service. She questioned the status of the forensic audit.
- Erica, Jimmy Welch and Lisa Lewis from Del Monte playground association reported that the playground renovations will be completed tomorrow. They specifically thanked Deputy Chief Borges, Public Works and the Fire Department.
- Peter Keiser invited the Council and the public to attend the public display of the life of Jesus and requested that the Council dedicate their lives to God and carry out a religious perspective
- Charles Brown thanked the citizens of Seaside for taking care of MPC and voting him into office. He thanked the Council for his support and that the President will be leaving and encouraged qualified applicants to apply. He thanked Ms. Rucker for pushing him to go to college as it is an asset.
- Mathew Meyers personally thanked the Mayor on his and his wife for their services. He wished the Mayor-Elect Oglesby good luck.
- Kay Cline echoed the words of thanks for their service and their strength as a Council. She is still amazed as the progress on Broadway and the Farmer's Market. She spoke to the vacancy and to the number of people she believes will step up to the position. She encouraged the application and appointment process and urged ranked choice voting.
- Diana Ingersoll thanked the Mayor and the Council Alexander for their years of service, speaking as a 32 year employee of the City. She spoke to development projects that were established during his tenure and that his leadership has benefitted the city significantly with his representation at outside boards and commissions.
- Gracie Rubio spoke to her husband's love of Seaside, his integrity, commitment and true servant heart for the Community for the past 18 years. She spoke with pride and love of his service and commitment to the community.
- Tom Mancini expressed excitement and gratitude for the ground breaking of the Seaside Senior Living facility.

- Dan Fernandez invited the public to the oral presentations on December 14th for Sustainable Cities Program Capstone projects at the CSUMB Library at 3:00 PM at the library
- James Jones thanked the Mayor for his service, Mayor Pro Tem for his teaching of his son, to his grandmother's Service as Council Member Ira Lively and that he looks forward to serving the community.
- Carlos Ramos from LULAC and Kathleen Lee spoke to the biography of Mayor Rubio entered into the California State Record for his service to the Monterey Bay Community.
- Harold Lusk spoke on behalf of his father H. H. Lusk thanking the Mayor for his service and encouraged Mr. Oglesby to lead honorably.
- Alvin Edwards spoke to a public meeting on January 7th to talk about the progress of the feasibility study and the implementation of Measure J.
- Jay Fagan congratulated the winners, and "we are judged not by how we are knocked down, but how we stand up" and that he sees Mr. Alexander and Mr. Rubio equivalent to his father.
- Senator Bill Monning thanked the Mayor for his service and spoke to his friendship and years of service.
- Alana Miles, current President of MPUSD Board of Trustees thanked the Mayor on behalf of the MPUSD Board
- Laurel Lee Alexander spoke to her Husband's relentless spirit of service and to his love of this community. She spoke with love and pride of her husband and his integrity during tough challenges.
- Jimmy Welch he requested that the City Council consider appointing Regina Mason to the vacant City Council position.
- Wanda Sue Parrot also spoke in support of the appointment of Regina Mason.

5. **CERTIFICATION OF ELECTION RESULTS**

A. **CONSIDERATION OF A RESOLUTION DECLARING CANVASS OF RETURNS AND RESULTS OF CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018 AND DECLARING OFFICIAL RESULTS FOR THE POSITIONS OF MAYOR AND MEMBERS OF THE CITY COUNCIL**

City Clerk Milton-Rerig presented the results of the election as canvased by the Monterey County Registrar of Voters.

Mayor Rubio invited comments from the public and had no requests to speak.

On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council Approved a resolution accepting the results of the November 8, 2018 election.

RESULT:	Approved
AYES:	Alexander, Campbell, Pacheco, Rubio
NOES:	None

6. **PRESENTATIONS**

A. **PRESENTATION TO MAYOR RALPH RUBIO FOR HIS YEARS OF SERVICE TO THE CITY COUNCIL FROM 2002-2018**

A presentation of certificates of recognition were provided to Mayor Rubio for his years of service.

B. **PRESENTATION TO MAYOR PRO TEM DENNIS ALEXANDER FOR HIS YEARS OF SERVICE TO THE CITY COUNCIL FROM 2006-2018**

A presentation of certificates of recognition were provided to Mayor Pro Tem Alexander for his years of service.

7. **REFLECTIONS**

A. **CITY COUNCIL REFLECTIONS**

Council Members Pacheco and Campbell reflected on Mayor Pro Tem Alexander speaking to his quiet humble leadership and dedication to service and to the youth of the community. He reflected on Mayor Rubio's service, dedication and leadership of the City of Seaside and greater peninsula area.

8. **OATH OF OFFICE AND INSTALLATION OF MAYOR AND COUNCIL MEMBERS**

A. **JASON CAMPBELL, COUNCIL MEMBER**

Monterey County Supervisor Jane Parker provided the invocation for Council Member Campbell.

B. **JON WIZARD, COUNCIL MEMBER**

Assemblymember Monning provided the Oath of Office for Council Member Wizard and he took his place at the dais.

C. **IAN N. OGLESBY, MAYOR**

Judge Anderson provided Ian Oglesby his Oath of Office and he took his seat as Mayor for the City of Seaside.

9. **BUSINESS ITEMS**

A. **DEDICATION OF THE BASEBALL FIELD AT METZ PARK AS RUBIO FIELD**

Mayor Ian Oglesby spoke to the formal dedication for the baseball field at Metz Park as Ralph Rubio Field for his 18 years of dedicated service to the City of Seaside. He invited comments from the public on the item and had no requests to speak.

On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council authorized the baseball field at Metz Park to be dedicated as Ralph Rubio Field.

RESULT: **Amended**

AYES: Dave Pacheco, Jason Campbell

NOES: None

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

Council Member Campbell requested to agendaize the city Council to review the draft FORA transition plans and consider taking a position on the dissolution of FORA.

11. **ADJOURNMENT TO RECEPTION - CITY HALL LOBBY**

The City Council adjourned to a reception to celebrate the outgoing and incoming Council Members at 10:10 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N.Oglseby, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
COUNCIL CHAMBER
Wednesday, December 12, 2018
7:00 PM

1. **CALL TO ORDER**

Mayor Oglesby called the meeting to order at 7:10 PM.

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

PRESENT: Campbell, Oglesby, Pacheco, Wizard

ABSENT: None

3. **PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

City Attorney reported on the status of the forensic audit indicating a draft is expected by the end of next week, but a final draft won't be available until late January as there have been unusual circumstances but staff is actively pursuing it.

Mayor Rubio invited comments from the public.

- Sylvia Shee thanked the City for having the best Christmas tree on the peninsula.
- Kelley Soriano thanked the City Council for the childcare during the meeting. She made a comment about the open seat on the City Council and encouraged a special election.
- Regina Mason invited each of the City Council Members to a literacy for children book reading event at the Village Project on December 15th.
- Guada Perez implored the Council to request the council to appoint Regina Mason for City Council.

6. **PUBLIC AGENCY COMMUNICATIONS**

Economic Development Manager invited the public to the Saturday Farmer's Market

7. **PRESENTATIONS**

There were no presentations.

8. **CONSENT CALENDAR**

Item A was pulled for discussion.

On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jon Wizard and passed by the following vote the City Council approved the Consent Calendar with the exception of item A.

RESULT:

Approved

AYES:

Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard

NOES:

None

A. APPROVE OF A RESOLUTION APPROVING MAYORAL RECOMMENDATIONS FOR MAYOR PRO TEMPORE AND ANNUAL APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2019 TO DECEMBER 31, 2019.

Council Member Campbell requested to reconsider the recommended appointment to FORA and made a motion to accept appointments, with the change that Council Member Campbell would serve with Council Member Wizard on the FORA Board. Motion died for lack of a second.

Mayor Oglesby Invited comments on the item.

- Diane Cotton spoke in support of appointing Mr. Campbell for FORA appointment.
- Ann Marie Pagan spoke in support of Mayor Oglesby's appointment and his previous experience on the FORA Board.
- Susan Skiavoni spoke to Jason Campbell's experience and knowledge of FORA and suggested appointing Mr. Oglesby and Mr. Campbell.
- Kay Cline requested to hear how the suggested appointments were made.

Mayor Oglesby spoke to contacting all Council Members and asking where they wanted to serve according to their preferences and time commitments. He spoke to his division of assignments based on their priorities and division of the major regional assignments. Not everyone could have all of their top choices but that his decisions were equitable.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved the recommendations for outside appointments as presented.

RESULT:	Approved
AYES:	Campbell, Oglesby, Pacheco, Wizard
NOES:	None

B. APPROVE A RESOLUTION TO UPDATE THE FEE SCHEDULE FOR THE REGIONAL DEVELOPMENT IMPACT FEES

Action: Approved

C. APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RODNEY CRAIG GOODMAN JR., CPA FOR AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) TO PROVIDE FINANCIAL ANALYSIS AND AUDIT PREPARATION SERVICES.

Action: Approved

D. APPROVE A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER FOR THE DESIGN OF WATER TANK IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$54,600

Action: Approved

E. APPROVE A RESOLUTION TO APPROPRIATE \$62,000 FOR IMPROVEMENTS TO DURANT PARK AND EXECUTE A CONTRACT TO PURCHASE AND INSTALL THE MIRACLE PLAYSYSTEMS STRUCTURES FOR AN AMOUNT NOT TO EXCEED \$50,966.

Action: Approved

9. **BUSINESS ITEMS**

A. **DISCUSS OPTIONS AND APPROVE PROCESS TO FILL COUNCIL MEMBER VACANCY CREATED BY THE RESIGNATION OF COUNCIL MEMBER KAYLA JONES**

City Attorney Freeman spoke to the regulation that when a vacancy occurs, the City Council must chose to either appoint a member of the Community or hold a special election. City Clerk Milton-Rerig spoke to the different options, a special election, a direct appointment or an interview and appointment process, and detailed the cost, timing and public involvement of each of the actions as a decision must be made by January 31st. Ms. Milton and Mr. Freeman answered questions from the Council.

Mayor Oglesby opened public comment on the item.

- Steven Goings encouraged the appointment process, due to costs and timing and urged appointing Regina Mason being appointed.
- Silvia Shee spoke in support of an appointment process.
- Kay Cline encouraged the application and interview process as a way to involve the citizens and requested they consider ranked choice voting.
- Mitt Sawhney advocated in support of an election.
- Dennis Alexander indicated that he was supportive of the application and interview process citing it provides adequate opportunities for deliberation and public input.
- Roelf Wojebrandus also was in support of the interview and appointment process due to the speed. It's important to appoint as soon as possible.
- Peter Keiser requested that when selecting a candidate use biblical characteristics and chose someone that is not progressive protects the lives of pre-born babies, reduces taxes and is pro traditional marriage.
- Susan Skiavoni expressed concern that if an appointment process is chosen, many won't be involved as they don't come to council meetings. Please find a way for more public involvement.
- Miriam Smith spoke against the election due to costs for a shortened term.
- Mel Mason advocated for appointing the third highest vote getter.
- John Johnson indicated that the City doesn't have the time to conduct an election. Supported the appointment process and he supported Ms. Mason's appointment.
- Jimmy Welch spoke against an election and in support of an appointment process that only allows those that ran in the last election to be considered.
- Ruthie Watts spoke in support of appointing a female Council Member.
- Annalisa Mitchell agreed that the next highest voted candidate in the last election should be appointed
- Ann Marie Pagan disagreed with a special election, all candidates need to realize what it takes to be on the Council including time and be willing to put the City number one.
- Lisa Anne Sawhney spoke to the time consuming election process. She encouraged appointing someone who prioritizes parks, development opportunities, affordable housing, careers and more that move Seaside forward. She's grateful for the diverse split of council assignments. She said she ran in the last election to provide a diversity of opinions and she feels it was successful.
- Bobby Maxwell said he trusts the Council to make the best decision for the city.
- Kenneth Murray said the next highest vote getter should be chosen and requested to only allow those that participated in the election to be allowed consideration.
- Helen Rucker is in favor of an appointment process. She said she wants the person to commit to being a team player.
- Sue Stringer spoke to her first time at the council meeting and that she voted for Regina Mason as a council member and asked the Council to appoint her.

- De Angelo Thurston spoke in support of the appointment process.
- Roselyn Green Charles was not in support of an election and supported the appointment. She requested that they appoint Ms. Mason. She spoke to ways to ensure the public can participate such as soliciting for feedback via email.
- Willie Gray spoke to appointing the next highest vote getter.
- Dr. Adid spoke in support of the number of registered voters and those four individuals appointing someone is not democratic and supported an election to hear the voice of all 13,000 registered voters.
- James, LULAC Representative asked that the City Council entertain the appointment to avoid the mudslinging that occurred in November with the election. He spoke to disparaging comments made over email about candidates and he is not in support of taunting people after the election, win or lose.
- Wash Stallworth does not agree with the election process but an appointment of Ms. Mason. He encouraged passing an ordinance outlining the City's process should this happen again.
- Regina Mason said that running for Council is time consuming and she advocated for appointing herself, the third highest vote getter as a direct appointment.

The Council discussed the different options, citing community involvement as a priority. They discussed probability of voter turnout at special elections as low the process is costly, and they need the fifth person expeditiously. They agreed to focus of finding someone who is a team player and they are open to receiving comments from the public for communication, including comment cards during presentations. Council Member Wizard advocated for a round-robin voting as an elimination system. The Council then talked about voting possibilities including ranked choice voting, nomination and approval voting and the number of votes that should be taken in total. Council Member Wizard disagreed with a plurality vote and advocated that it has to be explicit for a minimum of a majority. Mayor Oglesby suggested picking the third highest vote getter.

Council Member Wizard moved to pursue an appointment process and immediately solicit letters of interest and follow the proposed schedule as close as practical and follow the vote process described as round robin elimination depending on the applications received. The motion was seconded by Council Member Pacheco with a request for a friendly amendment that all Council Members have two choices at the outset. Amendment was accepted. Council Member Campbell advocated to add ranked choice voting but no amendment was made. Motion carries three to one, Council Member Campbell voted no.

On motion by Council Member Wizard and Seconded by Council Member Pacheco and passed by the following vote the City Council approved pursuing an interview and appointment process and directed staff to immediately solicit letters of interest and follow the proposed schedule as close as practical and follow the round robin elimination vote process with each Council member receiving two initial choices, depending on the total number of applications received. Motion passes 3-1, Campbell voting no.

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

Council Member Wizard requested to pursue a study session at Monterey Bay Economic partnership for affordable housing as it relates to our development opportunities and maximize investments toward affordable housing in our community.

Mayor Oglesby announced a posted Special Meeting at 6:00 PM on 12/13/18 to make appointment to the FORA Board from December 13th to December 31st.

11. **ADJOURNMENT**

The meeting adjourned at 9:45 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant

DATE: December 20, 2018

SUBJECT: APPROVE AND FILE CITY CHECKS THROUGH NOVEMBER 22, 2018

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 6, 2018 through November 23, 2018 including the payroll and benefits checks, direct deposits and wired payments related to the pay periods of November 8, 2018 and November 22, 2018. Total Accounts Payable and Payroll for the above referenced period is \$2,765,913.52.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

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

- \$1,668,356.00 for Payroll and benefits.
- \$22,458.15 to Monterey County Convention & Visitor's Bureau for September 2018 TID (Tourism Improvement District) remittance for the 13 City of Seaside motels/hotels.
- \$11,013.70 to Monterey County Tax Collector for assessments for multiple City of Seaside properties. FY 2018/19 1st and 2nd installments.
- \$17,713.25 to Wallace Group for September 2018 services for Del Monte sewer upgrade.

- \$10,873.75 to Wallace Group for October 2018 services for Del Monte sewer upgrade.
- \$43,001.93 to Pacific Gas & Electric for collective gas/electric consumption for City street lights and highways, parks, and traffic control. Period covered: 9/24/2018 - 10/24/2018.
- \$16,987.12 to Marina Coast Water District for water consumption at multiple City of Seaside service addresses. Period covered: 9/1/2018 - 10/31/2018.
- \$14,230.00 to State Water Resources Control Board for Phase II small MS4 annual permit fee (waste discharge fee). Billing period: 7/1/2018 - 6/30/2019.
- \$10,758.67 to E2 Consulting Engineers for services for CIP - lift station upgrade / replacement. Period covered: 9/29/2018 - 10/26/2018.
- \$18,956.11 to PNC Equipment Finance for the lease of City Clerk copier, PD investigation vehicles, PD administrative vehicles, a fire truck and 2 Chevy Tahoes. Period covered: 10/26/2018 - 11/25/2018.
- \$21,816.51 to PNC Equipment Finance for the lease of 1 vector truck and 1 patch truck. Period covered: 11/7/2018 - 12/6/2018.
- \$40,000.00 to the Salvation Army Monterey Corps. for a 2018 Ford Transit cargo van, in support of the mobile feeding program.
- \$18,000.00 to Clifton Larson Allen LLP for forensic audit services through 10/30/2018. Review City Council member transactions, prepare report of findings and recommendations.
- \$58,120.28 to Torti Gallas and Partners, Inc. for Campus Town specific plan services for October 2018.
- \$20,117.50 to Errol L. Montgomery & Associates, Inc. for October 2018 services to update the watermaster basin management action plan. Review all past modeling reports for the Seaside basin for basin benefits from supplemental supplies; review MPWMD ASR projects; extract water budget from groundwater model; analyze water budget and safe yield based on model output; prepare text and figures for BMAP.
- \$12,054.33 to Rodney Craig Goodman, Jr. for October 2018 financial management services, for assistance in preparing for the City audit.
- \$35,700.00 to Robert Smith for asset forfeiture monies returned to client per District Attorney.

The remaining checks, totaling \$725,756.22 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

This is no additional fiscal impact.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant

DATE: December 20, 2018

SUBJECT: APPROVE AND FILE CITY CHECKS THROUGH DECEMBER 7, 2018

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of November 24, 2018 through December 7, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of December 6, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,415,410.16.

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:

- \$668,416.03 for Payroll and benefits.
- \$11,009.12 to Access Monterey Peninsula, Inc. for July - September, 2018 PEG (Public, Educational and Governmental) fees for AT&T and Comcast.
- \$22,167.13 to California-American Water for water consumption at multiple City of Seaside service addresses. Billing period: 10/20/2018 - 11/26/2018.
- \$10,795.00 to Liebert Cassidy Whitmore for October, 2018 legal services in connection with negotiations.

- \$28,195.59 to Monterey County Sheriff's Office for July - September, 2018 criminal justice information system.
- \$35,914.54 to U.S. Bank - Calcard for City of Seaside employees' purchase card transactions for the billing period of 9/24/2018 - 10/22/2018.
- \$12,690.30 to Valley Fabrication, Inc. for repairs to public works' Chevrolet Kodiak truck; includes parts and labor. Repair work performed in October, 2018.
- \$10,262.21 to CDW Government, Inc. for (3) mobile data terminals for use in Fire Department vehicles; (3) docking stations for the data terminals.
- \$13,890.00 to Harris & Associates, Inc. for October, 2018 CIP management services for the Del Monte sewer line, the Canyon Del Rey sewer line, and Highway 1 sewer cleaning; October, 2018 professional services for the Seaside County Sanitation District lift station upgrade.
- \$22,676.95 to PNC Equipment Finance for the lease of the Library and City Hall energy project; Fire admin energy project. Period covered: 11/14/2018 - 12/13/2018.
- \$14,728.62 to PNC Equipment Finance for the lease of 2014 PNC IT equipment. Period covered: 11/19/2018 - 12/18/2018.
- \$49,725.76 to Torti Gallas and Partners, Inc. for Campus Town specific plan services from 9/1/2018 - 9/30/2018.
- \$126,245.97 to Intermountain Slurry Seal, Inc. for striping services rendered on west Seaside- 2018 slurry - various streets. Billing period through 10/31/2018.

The remaining checks, totaling \$388,692.94 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 fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Meeting Date: December 20, 2018

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: December 20, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE MIDDLE SCHOOL BOYS AND GIRLS
BASKETBALL TEAM FOR COSTS ASSOCIATED WITH
PURCHASING AND REPLACING SPORTS UNIFORMS**

PURPOSE & RECOMMENDATION

To approve the request from the Seaside Middle School Boys and Girls Basketball Team for a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund for the costs associated with purchasing and replacing sports uniforms.

BACKGROUND

Seaside Middle School Boys and Girls Basketball Team is requesting a donation of Three Thousand Dollars (\$3,000.00) from the Mayor's Youth Fund to cover the costs associated with purchasing and replacing sports uniforms. They have grown from four teams in the last two years to six teams this year. They do not have enough youth sizes to hand out to all of their athletes. Furthermore, the quality of the jerseys at this point are poor and are falling apart. Each grade level 6-8 will have a boys and girls basketball team.

The funds requested will help increase sustainability regarding jersey retention. Retention of student interest, and creating scholar-athletes. They are committed to keep fundraising to help offset the cost of future purchases. Their sixth grade team has already initiated a recycling bin for recycling the bottles purchase at the concession stand on game days. They have a very pro-active sixth grade class that is excited about the season ahead.

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 November 15, 2018 City Council meeting for their field trip to the Rosicrucian Museum in San Jose California.

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 Request 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.

<u>Individuals*</u>	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 Ave Seaside, Ca 93955

Email: asanders@mpusd.k12.ca.us

Phone Number: Home 831-899-7080 Work 831-899-7080 Cell

Name of Individual: Aaron Sanders

% Residents or Students of Seaside: 100 %

of Participants: 50-60

Ages: 11-15 years of age

- 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

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	_____
Athletic	<u>X</u>
Music	_____
Environmental	_____
Art	_____

Is funding a reward for one of these activities?

No individual awards are awarded. We have not been able to award our students with individual Scholastic-Athletic awards due to the funding limitations. The future funding source will also allow us to include rewards or awards to students who meet academic and behavior requirements. Additionally, it will allow us to help students who are underachieving continue success and improve athletically and scholastically.

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

The activity and or program that is being requested is for Seaside Middle School. Its for all grade level boys and girls sports. We have grown from two to four sports sections in the last two years. We have approximatly 60 students on each team, althought we do not have enough sports uniforms for each student and each sport, we are requesting the citys assistance with this current funding issue.

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.

We intend to purchase and replace additional sports uniforms with requested funds from the city. This is completely one hundred percent intended for student use at Seaside Middle School for the present year and for the next few years to come. The intent is to offset the cost of additional tournaments cost with officials and transportation. Only this year did our student body start to fundraise for our school sports, but the income is insignificant.

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

Our Seaside Middle School students are hosting a Kick, Throw and Run- a- Thon fundraisers to offset additional non league game officials and travel expenses. The district also has covered the cost of four(4) league games(officials and transportation).

*Total Amount Requested: (See Contribution limits) \$3,000.00

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.



Seaside Middle School

Mr. Manuel Núñez
Principal

Mr. Aaron Sanders
Assistant Principal

Mr. Terry Redfern
Assistant Principal



November 9th, 2018

Thank you again for your time and willingness to assist. Here are the description for the requested information.

1) Please tell us what athletic program your request is specifically for?

We are specifically targeting Basketball this year for our funding request. We have grown from four teams in the last two years to six teams this year. We do not have enough youth sizes to hand out to all of our athletes. Furthermore the quality of the jerseys at this point are poor and frankly they are falling apart. Each grade level 6-8 will have a boys and girls basketball team.

2) 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.

Please add your goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment.

The funds requested will help increase sustainability regarding jersey retention. Retention of student interest, and creating scholar-athletes. We are committed to keep fundraising to help offset the cost of future purchases. With that being said, our 6th grade team has already imitated a recycling bin for game days. So that the bottles purchase at the concession stand can be recycled before you leave the sporting event. We have a very pro-active 6th grade class that are excited about the season ahead. I do believe that we are trying to create a sustainable clean environment for our students and for the City of Seaside.

Sincerely,

Aaron Sanders
Assistant Principal
Seaside Middle School

Detail for Dates 07/01/2018 through 06/30/2019

Fiscal Year 2018/19

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Debit	Credit	Account Balance
Fund 01 - General Fund									
01-9010-0-1110-0000-9791-00-045-4808-9791	Beginning Balan								

BB19-00001	Starting Balance From (9791 , Be	07/01/18						3,310.06	3,310.06
GJ19-00056	CRRY BEG BAL PROGRAM 4806	09/01/18					2,467.85		842.21
BR19-00261	CARRYOVER REV&EXP(add can	09/05/18					842.21		842.21

Account Total	06/30/19				.00	842.21	2,467.85	3,310.06	842.21
Total for Starting Balance Accounts and Object 9791									
					.00	842.21	2,467.85	3,310.06	842.21

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Revenue	Account Balance
01-9010-0-1110-0000-8699-00-045-4808-8699 All Other Local								
AR19-00461	PE UNIFORM SALES	09/25/18					2,163.00	2,163.00-
BR19-00475	REV&EXP(add new donations and	10/11/18				2,163.00		.00
AR19-00617	COMMISSION	10/26/18					25.51	25.51-
BR19-00672	REV&EXP(add new donation and	10/31/18				25.51		.00
Account Total	06/30/19				.00	2,188.51		2,188.51
Total for Revenue Accounts and Object 8699								
					.00	2,188.51		.00

Ref#	Pay To Name	Journal #	Description	Trans Date	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
01-9010-0-1110-1000-4300-00-045-4808-4301 Other Local Materials and									
BR19-00261	CARRYOVER REV&EXP(add can	09/05/18				842.21			842.21
BR19-00475	REV&EXP(add new donations and	10/11/18				2,163.00			3,005.21
BR19-00672	REV&EXP(add new donation and	10/31/18				25.51			3,030.72
Account Total	06/30/19				.00	3,030.72	.00		.00
Total for Expense Accounts and Object 4300									
					.00	3,030.72	.00		3,030.72

Total for Org 039 and Fund General Fund									
Budgeted	Starting Balance		+ Revenues		- Encumbrances		- Expenditures		= Calculated Ending Balance
	842.21		2,188.51				3,030.72		
Actuals	842.21		2,188.51						3,030.72

Selection Filtered by User Permissions, (Org = 39, Online/Offline = N, Fiscal Year = 2019, Unposted JEs? = N, Ref#? = Y, Assets and Liabilities? = N, Restricted? = Y, Site = 045, Local 1 = 4808, Object Digits = 4, Page Break Lvl =)

ESCAPE ONLINE

Page 1 of 1

039 - Monterey Peninsula Unified School District

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2018 8:45AM



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: December 20, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL ROBOTICS**

PURPOSE & RECOMMENDATION

To approve a Two Thousand Dollar (\$2,000.00) request from Seaside High School Robotics Program for a donation from the Mayor's Youth Fund to help cover the cost for their regional competition and the world competition.

BACKGROUND

Seaside High School Robotics is requesting a Two Thousand Dollar (\$2,000.00) donation from the Mayor's Youth Fund to help cover the costs associated with their regional competition and the world competition. The contribution will allow them to build a robot out recycled materials. This allows for less waste of parts and materials.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Seaside High School Robotics received their last donation at the June 01, 2017 City Council meeting.

FISCAL IMPACT

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

ATTACHMENTS

1. Application from Seaside High School Robotics 2018
-

Meeting Date: December 20, 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.

<u>Individuals*</u>	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 High Baybots 4171 Robotics Team

Address: 2200 Nache Bucna St. Seaside, CA 93955

Email: baybots4171@gmail.com

Phone Number: Home _____ Work _____ Cell _____

Name of Individual: Kaylee Horn

% Residents or Students of Seaside: 100 %

of Participants: 21

Ages: 15 - 18

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 ☒
 Athletic ☐
 Music ☐
 Environmental ☐
 Art ☐

Is funding a reward for one of these activities?

No. Funding is not a reward of the competition.

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

Our robotics team plans to use the money to participate in upcoming regional competitions as well as the world competition. We plan to build a robot out of recycled materials.

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.

The funds will allow us to build a robot out of recycled materials. This allows for less waste of parts and materials.

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

We plan to receive sponsorships from our local community. We also plan to continue sponsorships from past years.

*Total Amount Requested: (See Contribution limits) \$7000.00

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: December 20, 2018

SUBJECT: AUTHORIZE CITY COUNCIL ATTENDANCE AT THE LEAGUE OF CALIFORNIA CITIES NEW MAYOR AND COUNCIL MEMBER ACADEMY

PURPOSE & RECOMMENDATION

Authorize expenditures to cover the costs for any Council Member to attend the California League of Cities New Mayor and Council Member Academy on either January 16-18, 2018 or January 30 to February 1, 2018.

BACKGROUND

Due to the current moratorium on Council expenditures, this item is requesting authorization of expenditures for any allowable costs associated for any Council Member who wishes to attend the California League of Cities New Mayor and Council Member Academy on either January 16-18, 2018 or January 30 to February 1, 2018.

FISCAL IMPACT

Each Council Member has an annual travel expenditure of \$1,500. The expenditure per Council Member would include registration, hotel, travel and other allowable costs as listed in the Expense and Use of Public Resources Policy. This action will not exceed the current allocated budget.

ATTACHMENTS

None

Meeting Date: December 20, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: December 20, 2018

**SUBJECT: APPROVE APPOINTMENTS VACANT POSITIONS ON VARIOUS
BOARDS, COMMISSIONS AND COMMITTEES**

PURPOSE & RECOMMENDATION

Approve the appointments as recommended by Mayor Oglesy and Mayor Pro Tem Pacheco to the the Neighborhood Improvement Program, Homeless Committee, Environmental Committee, Planning Commission and Board of Architectural Review.

BACKGROUND

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

According to Seaside Municipal Code 2.14.040, the Mayor with advice and consent of the City Council, shall make appointments to Commissions, Committees and Boards. The City Manager designates Department Heads or other staff members to act as staff liaison to committees including to regularly attend meetings of advisory bodies to provide technical support.

City staff has submitted multiple advertisements inviting applications for positions on all City of Seaside Boards and Commissions and has listed the Board and Commission openings on the City website and posted vacancies on all of the Public Notice boards. Vacancies have also been posted on City social media accounts.

On December 11th and December 13th, 2018 Mayor Oglesby and Mayor Pro Tem Pacheco had personal meetings with applicants. All applicants that were on file for the last two years were invited to interview. Applicants previously interviewed, but not appointed were also considered. As a result, the following appointments are recommended for the following commissions and terms:

MEMBER NAME	COMMISSION	VACANCIES	TER M	EXPIRATION
Becky Stoffer	Neighborhood Improvement Program Commission	1	3 Years	December 2021
Latoya Allen	Homeless Committee	2	3 Years	December 2021
Marilyn Mancini	Homeless Committee	2	3 years	December 2021
Mariana Del Valle Prieto Cervantes	Environmental Committee	2	3 years	December 2021
Jeremy Harwan	Environmental Committee	2	3 years	December 2021
Lisa Ann Sawhney	Board Of Architectural Review	1	4 years	December 2022
Dave Evans	Planning Commission	1	4 years	December 2022

All applications considered are attached to this item.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. 181211 Personal Meetings For Board and Commission Appointments
2. 181213 Personal Meetings For Board and Commission Appointments
3. Commission Applications

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Meetings For Board and Commission Appointments

December 11, 2018

Council Subcommittee: Mayor Oglesby, Councilmember Pacheco

Meeting Location: Mayor's Office, 440 Harcourt Ave, Seaside, CA 93955

Meetings Times: 3:00 PM through 6:00 PM

Time	Applicant Name	Board Applied For
3:00	Jeremy Hawran	Environmental Committee
3:15	Becky Stofer	Neighborhood Improvement Commission
3:30	Patricia Keshmiri	NIC, BAR
3:45		
4:00	Mariana Del Valle Prieto	Environmental Committee
4:15	Becky A. Johnson	Homeless Committee
4:30	Merrilyn Mancini	Homeless Committee
4:45		
5:00	Lynda Cunningham	Homeless Committee
5:15		
5:30	Dave Evans	BAR, P.C., H.C.

Board	# of Vacancies	Meeting Date	Meeting Time
Art and History Commission		2 nd Tuesday	5:45 p.m.
Community Development Advisory Committee		3 rd Wednesday	6:30 p.m.
Parks and Recreation Commission		3 rd Monday	5:30 p.m.
Neighborhood Improvement Commission	1	1 st Tuesday	6:00 p.m.
Planning Commission	1	2 nd & 4 th Wednesday	7:00 p.m.
Board of Architectural Review	1	1 st & 3 rd Wednesday	5:30 p.m.
Homeless Committee	2	4 th Thursday	6:30 p.m.
Environmental Committee	2	2 nd Tuesday	5:30 p.m.

Meetings For Board and Commission Appointments

December 13, 2018

Council Subcommittee: Mayor Oglesby, Councilmember Pacheco

Meeting Location: Mayor's Office, 440 Harcourt Ave, Seaside, CA 93955

Meetings Times: 4:00 PM through 6:00 PM

Time	Applicant Name	Board Applied For
4:00	LaToya L. Allen	Homeless Committee
4:15		
4:20	LisAnne Sawhney	NIC
4:45	Mitt Sawhney	CDAC
5:00	Suzette Cavanaugh (920-1136)	Art & History
5:15	Daniel DeCamp	NIC
5:30		
5:45	Shanda LeBoeuf	NIC

Board	# of Vacancies	Meeting Date	Meeting Time
Art and History Commission		2 nd Tuesday	5:45 p.m.
Community Development Advisory Committee		3 rd Wednesday	6:30 p.m.
Parks and Recreation Commission		3 rd Monday	5:30 p.m.
Neighborhood Improvement Commission	1	1 st Tuesday	6:00 p.m.
Planning Commission	1	2 nd & 4 th Wednesday	7:00 p.m.
Board of Architectural Review	1	1 st & 3 rd Wednesday	5:30 p.m.
Homeless Committee	2	4 th Thursday	6:30 p.m.
Environmental Committee	2	2 nd Tuesday	5:30 p.m.



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

AUG 15 2018

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING B HAND, PLEASE PRINT CLEARLY

To serve on: Art & History Commission Board/Commission/Committee

Name: Leobardo Iglesias

Address: [REDACTED]

Occupation: Activist Employer: Self

Telephone: [REDACTED] Primary [REDACTED] Alternate [REDACTED]

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

Activist + Artist, very active in local politics

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☒ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: _____

Other information and/or comments: _____

I will accept the office in the event I am appointed:

[Signature]
Signature

August, 14, 2018
Date

Please continue to the next page



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

RECEIVED
RECEIVED

NOV 20 2017

CITY MANAGER'S OFFICE
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Homeless Committee Board/Commission/Committee

Name: lynda cunningham

Address: [REDACTED]

Occupation: Database Administration

Telephone: [REDACTED] Primary Email: [REDACTED] Alternate

Background/Education/Experience/Special Skills: 23 year Seaside Resident.
B.S. in Computer Science for Business.

Are you willing to file Statements of Economic Interest (Form 700)? ☒ YES ☐ NO

Are you able to attend meetings during business hours? ☐ YES ☒ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: I have several friends one "issue" away
from homelessness, they are employed but housing
is so expensive. I love the tiny house in the backyard
that Seattle is trying. Salt Lake City has made progress too.
Not all homeless are bums. We can solve this for the
Better of Seaside & the Monterey Penn.

I will accept the office in the event I am appointed.

[Signature]
Signature

11/14/2017
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday
♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

NOV 17 2017

Received
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Homeless Committee

Board/Commission/Committee

Name: LaToya L. Allen

Address:

Occupation: Homemaker/Self-Employed

Telephone: Primary

Email: Alternate

Background/Education/Experience/Special Skills : CEO, Regnum Mentis Designs, LLC; Administrative Supervisor

United States Marine Corps; Elder/Administrator, Faith United Five Fold Ministries; Board of Directors Member, Coastal

Community Action, Inc; organized & assisted in facilitating & providing food, clothing, & various items to the homeless/low income family

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other Information or comments : Education: BS in Legal Studies, Kaplan University, Purdue University-Krannert

School of Management, Entrepreneurship Bootcamp for Veterans, Alumni

I will accept the office in the event I am appointed.

Signature

11/17/17

Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Seaside Environmental Committee

Board/Commission/Committee

Name: Mariana Del Valle Prieto Cervantes

Address:

Occupation: Bilingual Program Specialist

Telephone: Primary

Email: Alternate

Background/Education/Experience/Special Skills : I am a Seaside resident and a recent graduate from CSUMB. I was recently honored with the 2018 KSBW Jefferson Award with my volunteer efforts around plastic pollution here in the Monterey Peninsula.

I am very passionate about environmental issues and I work as a bilingual public educator and would bring my Spanish speaking background.

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments :

I will accept the office in the event I am appointed.

Mariana Del Valle Prieto Cervantes

7/04/2018

Signature

Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING B HAND, PLEASE PRINT CLEARLY

To serve on: Environmental Committee

Board/Commission/Committee

Name: Jeremy Hawran

Address: [REDACTED]

Occupation: Project Manager

Employer: GroundWork Renewables

Telephone: [REDACTED]

Primary

Alternate

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

Bachelor of Science from San Jose State University in Management Information Systems. Currently working as a

Project Manager for GroundWork Renewables in Sand City where we focus on Utility Scale Solar Weather Data.

Consistently solve complex problems with knowledge of best practices for environmental impact in the renewable sector.
If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: N/A

Other information and/or comments: I would like to join the next meeting on 10/9 if possible. Excited to learn more
about the Environmental Committee.

I will accept the office in the event I am appointed:

Signature

10/02/2018

Date

Please continue to the next page

Page 1 of 2



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

SEP 11 2018

Received
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING B HAND, PLEASE PRINT CLEARLY

To serve on: BAR, P.C., H.C.

Board/Commission/Committee

Name: DAVE EVANS

Address: [REDACTED]

Occupation: RETIRED

Employer: NA

Telephone: [REDACTED]

Primary

Alternate

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

Risk Manager for Fortune 100 homebuilder

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: HOA Board member, Meals on Wheels Driver, Point Lobos Docent, Sea Stars

Other information and/or comments: _____

I will accept the office in the event I am appointed:

Signature

Date

9/11/18

Please continue to the next page

Page 1 of 2



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

RECEIVED

OCT 18 2017

CITY MANAGER'S OFFICE

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: SEASIDE NEIGHBORHOOD IMPROVEMENT Board/Commission/Committee

Name: UESHAWNDUS M.M. LEBOEUF

Address: [REDACTED]

Occupation: HOMEMAKER

Telephone: [REDACTED]

Background/Education/Experience/Special Skills: B.A. HISTORY & POLY SCI MAJOR;
FORMER MPUSD TRUSTEE AREA 2 (2000-2004); SEASIDE RESIDENT 1992
TO PRESENT; FORMER BANK BRANCH MANAGER.

Are you willing to file Statements of Economic Interest (Form 700)? ☒ YES ☐ NO

Are you able to attend meetings during business hours? ☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: EFFECTIVE COMMUNICATOR AND GROUP
FACILITATOR.

I will accept the office in the event I am appointed.

Ushawndus L Boeuf
Signature

10/15/17
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Office

OCT 17 2018

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Board of Architectural Review Board/Commission/Committee
Name: PATERIA KESHMIRI
Address: [REDACTED]
Occupation: RETIRED Employer: RETIRED FROM UPS
Telephone: [REDACTED] Primary [REDACTED] Alternate
Email: [REDACTED]
Background/Education/Experience/Special Skills (attach additional pages if needed):
CUSTOMER SERVICE @ UPS & DRIVER. REMODELED 3 OF MY OWN
HOUSES

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: _____

Other information and/or comments: volunteer as Poll worker during Elections

I will accept the office in the event I am appointed:

PATERIA KESHMIRI

Signature

OCTOBER 17, 2018

Date

Please continue to the next page



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

RECEIVED BY
CITY OF SEASIDE

NOV 16 2018

COMMUNITY
DEVELOPMENT
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Neighborhood Improvement Project Board/Commission/Committee

Name: Rebecca Stoffer

Address: [REDACTED]

Occupation: Retired Employer: _____

Telephone: [REDACTED] Primary _____ Alternate _____

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

Graduated from El Camino HS in Sacramento. Self employed majority of adult life. Volunteer EMT Firefighter. Chairperson Beachside Dog Park

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: Beachside Library

Other information and/or comments: I love Seaside and want to do
all I can to improve it.

I will accept the office in the event I am appointed:

Signature

Date

Please continue to the next page

City of Seaside
City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Office

NOV 20 2018

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Environmental Committee Board/Commission/Committee

Name: Adam R Garrett

Address:

Occupation: Assistant Planner Employer: City of Salinas

Telephone: [REDACTED] _____ Primary _____ Alternate _____

Email:

Background/Education/Experience/Special Skills (attach additional pages if needed):

BA and MS in City and Regional Planning; Project Manager, City of Salinas General Plan Update and citywide visioning/outreach; assist in Alisal Vibrancy Plan and Chinatown Revitalization Plan processes

at City of Salinas; lifelong resident of Monterey County - familiar with environment, ecology and politics of area

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain:

Other private and non-profit affiliations:

Other information and/or comments:

I will accept the office in the event I am appointed:

Signature

Date _____

Please continue to the next page

Page 1 of 2



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

NOV 29 2018

Received
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Homeless Committee Board/Commission/Committee

Name: Becky A Johnson

Address: [REDACTED]

Occupation: teacher Employer: unemployed

Telephone: [REDACTED] Primary Alternate

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

BA - UCSC '87 BOD - 4 yrs - Citizen Committee
Cert of Ed '88 for the Homeless + HUFF
Writer for 10 yrs - Street Spirit (huff@sanacruz.org)

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: _____

Other information and/or comments: _____

I will accept the office in the event I am appointed:

Becky A Johnson
Signature

Nov 29 2018
Date

Please continue to the next page

Page 1 of 2



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

JUN 27 2018

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Community Development Advisory Comm Board/Commission/Committee
(CDAC)

Name: MITT SAWHNEY

Address: [REDACTED]

Occupation: PRODUCT DIRECTOR Employer: HITACHI VANTARA

Telephone: [REDACTED]

Primary

Alternate

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

Please see Attachment.

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain:

Other private and non-profit affiliations: Please request full Resume

Other information and/or comments: ENCOURAGED BY current Council members
AS well AS those running for office in November 2018
election, to Apply to serve on CDAC.

I will accept the office in the event I am appointed:

Signature

Date

6/27/2018

Please continue to the next page

City of Seaside (CDAC) Community Development Advisory Committee Application for Mitt Sawhney
(Continued)

Background/Experience/Special Skills (attach additional pages as needed):

As a resident, homeowner, and active and concerned community member in Seaside, I have a vested interest in Seaside's long-term success. My family has chosen to move to Seaside and are hopeful to call this community home for many years to come. I value Seaside's Vision and direction to Include, Innovate and Inspire and am excited to live in a University town. I believe that my service on Seaside's Community Development Advisory Committee (CDAC) will be guided by the City's currently updated General Plan, my extensive business experience, and my genuine interest in Seaside's future to guide the holistic long-term growth of Seaside.

As one can see from my attached Executive Profile, I have extensive experience in the business world including: growing product lines, service line revenues, and management (change management included) for various businesses. I have extensive experience in: planning, budgeting and forecasting, leading innovation and technology adoption, as well as guiding and facilitating negotiations. I currently manage the 5 and 10-year Roadmaps for various products and own P&L and Lifecycle Management responsibilities for a specific product line with annual revenues in excess of \$100 Million. I have managed numerous teams through various transitions, have extensive technology adoption experience, and a strong understanding and interest of the need to balance community growth, development needs, and the financial challenges, implications, and opportunity such growth presents, in our beautiful coastal city.

I have a deep appreciation for challenges and opportunities faced by the City of Seaside in the coming decade. I believe that CDAC can leverage my extensive business experience and financial acumen, including an MBA in Finance. I value Seaside's Vision to be: "A vibrant, proudly diverse, energetic, and safe community, with extraordinary natural beauty, quality of life and economic opportunities." I am confident my experience, both personal and professional, would align strongly with Seaside's vision and would certainly meet the requirements of a CDAC appointment. It would be a pleasure to serve on CDAC; It would also be my pleasure to serve and give back to the community I plan to call home for many years to come.



Mitt Sawhney

650-272-1669

MittSawhney@Gmail.com

Mountain View &
Monterey CA

[https://www.linkedin.com/
in/sawhneym/](https://www.linkedin.com/in/sawhneym/)

Education

Financial Technology & Cypto
Currency
Massachusetts Institute of
Technology (MIT)

Executive Leadership Program
(ELP).

Strategy & Negotiations
University of Pennsylvania,
The Wharton School

Masters in Management
Studies, Finance Major
(MBA).

University of Mumbai, (NMI
Management Studies)

Executive Profile

Product and Go To Market (GTM) Executive with more than 20 years of experience designing bleeding edge enterprise technology products and solutions. Diverse global experience managing teams, product life cycle, product/solution launches, field enablement and presales for high value opportunities. Professional strengths include: keen business acumen and ability to assess and solve complex business challenges, strong aptitude to develop positive relationships and bring an executive presence to the table; successfully led numerous GTMs and product lifecycles with globally distributed teams, strategic and independent thinker who enjoys great challenges, and passionate about driving new technology adoption.

Proven ability to work across horizontal and vertical layers within the Customer as well as internal organization to deliver and drive results with SAP HANA, Analytics, ERP, CRM, Big Data, IoT and FinTech expertise. Currently managing a global product and solutions line with annual revenues greater than \$100M. Current product lines GTM cycle has been optimized from eight months to two while total number of solution offerings has more than tripled. Additionally, was instrumental in negotiating and developing a stronger and more efficient new OEM relationship resulting in exceeded revenue targets by 100% and increased profitability margins in the first 3 quarters of the relationship.

Professional Milestones

- Aligning the Solutions Roadmap with Intel, SAP and Bull/Atos launches, collaboratively working with Sales and Marketing, Solutions Engineering, Logistics, IT Back Office, Support, Corporate Strategy and Alliances for timely development and delivery of solutions to market.
- Currently managing entire global SAP product solutions, including SAP HANA Scale Up, Scale Out, TDI and adapters for Hitachi Vantara resulting in tripled offerings and annual revenues over \$100Million.
- Supporting sales teams on high value opportunities via speaking engagements at the EBC, trade shows, conducting field enablement and speaking with key customers and prospects.
- Analyzing competitive intelligence to ensure Solutions Strategy Alignment.
- Demand forecasting for production planning and inventory management resulting in timely delivery of solutions to customers.
- In 2012, established and led the SAP HANA consulting practice for a Premier SAP Partner in North America.
- As Director of a niche SAP consulting practice, obtained qualifications from SAP and jointly drove GTM for 5 SAP HANA Rapid Deployment Solutions (RDS).
- Negotiated and managed delivery of large enterprise software as well as implementation services contracts ranging from \$15 - \$100 million.
- Established, developed and managed a joint GTM with Cisco resulting in multiple POCs and customer engagements.
- Managed various enterprise application and IT implementations.
- Streamlined the support organizations at two employers to improve efficiencies and to conform to industry best practices.
- Third employee at Ernst & Young Consulting in India; leading growth to over 2000 employees in 4 years before moving to the US.
- Pre-sales SAP and Siebel Solutions Architect for Managed Cloud Solutions for Qwest Communications in the nascent stages of the cloud industry's evolution.
- MBA in Finance with an uncanny ability to develop relationships within all levels of an organization.



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

JUN 27 2018

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Neighborhood Improvement (NIP) Board/Commission/Committee

Name: JisAnne Sawhney

Address: [REDACTED]

Occupation: Human Resource Instructor & Consultant Employer: LSL Consulting

Telephone: [REDACTED] Primary Alternate

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):
I hold a Masters in Human Resource from University of Irvine CA and believe my business & program skills as well as community involvement and interest would add value to NIP. I believe my improvement ideas for Seaside, financial acumen, and program & logistical knowledge would benefit Seaside as a community at large, as well as NIP Commission. It would be a pleasure to serve and help improve neighborhoods within Seaside.

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: Please see/request Resume

Other information and/or comments: Encouraged by Council members to apply. Excited to serve and help Seaside grow!

I will accept the office in the event I am appointed:

Signature: [Signature]

Date: 6/21/2018

Please continue to the next page



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on:

Board/Commission/Committee

Name:

Samuel E. Gaskins Sr

Address:

[Redacted Address]

Occupation:

Retired Army officer & Pastor

Telephone:

[Redacted Telephone]

Primary

Email:

Alternate

Background/Education/Experience/Special Skills:

24 yrs U.S. Army. 11 yr Enlisted man
14 yrs Army Chief Warrant Officer, Logistical Officer
22 yrs Founder & President of Peninsula Outreach homeless program

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments:

I am presently CEO of a homeless
daily Homeless program
I can submit many awards

I will accept the office in the event I am appointed.

Samuel E. Gaskins Sr
Signature

Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201

Print Form

Please continue to the next page

Page 1 of 2



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Office

MAY 10 2018

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: ART & HISTORY COMMISSION Board/Commission/Committee

Name: SUZETTE CAVANAUGH

Address: [REDACTED]

Occupation: RETIRED - FORMER MARKETING EXECUTIVE

Telephone: [REDACTED] Primary Email: [REDACTED]

Background/Education/Experience/Special Skills: SEE ATTACHED RESUME. CURRENTLY, I AM THE

VOLUNTEER COORDINATOR & DOCENT AT THE DALI MUSEUM. I ALSO CREATED THE FIRST SOCIAL

MEDIA MARKETING COURSE FOR USBC EXT. AND TAUGHT IT ON-SITE & ONLINE FOR 10 YEARS.

Are you willing to file Statements of Economic Interest (Form 700)? ☒ YES ☐ NO

Are you able to attend meetings during business hours? ☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: SEASIDE HAS A WONDERFUL DIVERSE HISTORY AND THE

OPPORTUNITY TO CREATE AND NURTURE A VIBRANT ART SCENE. MANY YOUNG ARTISTS

LIVE IN SEASIDE. I LOOK FORWARD TO AN OPPORTUNITY TO PROMOTE THE DIVERSE

HISTORY AND TO HELP BUILD A VIBRANT ART SCENE FOR SEASIDE.

I will accept the office in the event I am appointed.

Suzette Cavanaugh
Signature

5/10/18

Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Environmental Committee Board/Commission/Committee

Name: Daniel Weinstein

Address: [REDACTED]

Occupation: Cullinary Consultant (Driscoll's Berries)

Telephone: [REDACTED] Primary

Email: [REDACTED] Alternate

Background/Education/Experience/Special Skills : Biology, Chemistry (University of Utah)

Conservation Education, Environmental Education, Museum Education (Monterey Bay Aquarium, California Academy of Sciences)

Member of the Board (LandWatch Monterey)

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments :

I will accept the office in the event I am appointed.

Daniel J Weinstein
Signature

4/10/18
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: PARKS AND RECREATION COMMISSION Board/Commission/Committee

Name: Gayle Tier

Address: [REDACTED]

Occupation: RENTAL PROPERTY OWNER

Telephone: [REDACTED] Primary

Email: [REDACTED] Alternate

Background/Education/Experience/Special Skills :

SEE ADDENDUM

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments :

I will accept the office in the event I am appointed.

Gayle Tier
Signature

7-17-17
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201

APPLICATION FOR APPOINTMENT TO CITY COMMISSION - ADDENDUM

Gayle Tier - 5 Fairway Court - Seaside - 93955 (916-759-5053)

Background/ /Experience/Special Skills

- Currently working with the Central Coast Veteran's Cemetery Foundation – Dissemination of information and fundraising.
- *Executive* Board of Directors, AmpmediaTV
- Campaign Manager for *successful* 2012 and 2016 run for City Council by Dave Pacheco
- Skilled in organization, promotion and fundraising
- Licensed foster care for eleven physically and emotionally impacted children
- Entrepreneurial mindset; created my own start-up business model at the age of 19 which evolved into a financially successful 47 year career as sole proprietor
 - a. all phases of property management, building, remodeling and renting of homes and apartments
 - b. All phases of buying, selling and negotiating real estate
- Financially successful through understanding of money management

VOLUNTEER WORK

- Del Campo Girl's Softball League – Carmichael, CA
 - a. Secured donations of time and product that covered 100% of a working snack bar for the League that supported cooking, refrigeration, plumbing, electricity, storage and air conditioning
 - b. Taught middle school girls how to maintain their income through having them work in their own fundraising snack bar by learning to cook, understand health regulations, building maintenance, business behavior, money management, purchasing and bookkeeping
 - c. Successfully enabled the League to fix fields, engage all girls regardless of financial ability, built bleachers and added lights for night games from the snack bar profits. Most important goal met was that these girls no longer had to go house to house at night selling candy to raise funds for their uniforms and fees
- Río Americano High School PTA • Barrett Middle School PTA • Del Campo Girls Softball Board of Directors President and Treasurer • Shepherd of the Valley Lutheran School PTA and volunteer • Kiwanis volunteer through Norman J. Newcomb, Cal-Neva-HA Governor • Financial support for Saddleback Hospital Neo Natal Unit



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Neighborhood Improvement Board/Commission/Committee

Name: Daniel DeCamp

Address: [REDACTED]

Occupation: Spanish Translator/Interpreter Employer: Self - Primary Court

Telephone: [REDACTED]

Alternate

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

B.A. Journalism; one year completed, M.I.S. Masters Program Translations Interpretation; 30 years experience working in translation - interpretation; Primarily legal settings: ^{Trials} hearings, mediation, investigation, depositions

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain: _____

Other private and non-profit affiliations: _____

Other information and/or comments: _____

I will accept the office in the event I am appointed:

Daniel DeCamp
Signature

12-5-18
Date

Please continue to the next page



City of Seaside Application for Appointment to a City Board/Commission/Committee

City Clerk's Office

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

RECEIVED

11 2018

CITY MANAGER'S OFFICE

City Clerk's Date Stamp

Board/Commission/Committee

To serve on: Homeless Commission

Name: Marilyn Maxam

Address: [REDACTED]

Occupation: Retired Employer:

Telephone: [REDACTED] Primary [REDACTED] 7- [REDACTED] Alternate

Email: [REDACTED]

Background/Education/Experience/Special Skills (attach additional pages if needed):

Work with Homeless for many years - SOP

If appointed, you will be subject to all or some of the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234. - Subject to a criminal background investigation.
- Attend meetings during and/or off business hours (NOTE: Most Boards and Commissions meet after 5:00 p.m.)

Do you object with complying with such requirements? Yes ☐ No ☒

If yes, please explain:

Other private and non-profit affiliations: MC Community Voice for Aging - I Helpful Women

Other information and/or comments: Shelter Outreach Plus, Alliance on Aging

I will accept the office in the event I am appointed:



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: December 20, 2018

**SUBJECT: APPROVE MODIFICATION TO EXPENSE AND PUBLIC USE OF
RESOURCES POLICY TO ELIMINATE PROVISION III SECTION K.
FAMILY CARE EXPENSES FROM THE POLICY**

PURPOSE & RECOMMENDATION

Authorize the eliminating of Provision III Section K. Family Care Expenses from the Expense and Public Use of Resources policy.

BACKGROUND

The Expense and Use of Public Resources Policy was updated July of 2017 to add the following section to the policy:

Section III K. Family Care Expenses
Reimbursement for actual family care expenses incurred in the performance of official duties.

If approved, this would authorize the deletion of that section from the policy. All other provisions remain unchanged.

FISCAL IMPACT

There is no negative fiscal impact associated with item. Any unspent funds in that budget account would be returned to the general fund.

ATTACHMENTS

1. Current-ExpenseandUseofPublicResourcesPolicy
-

Meeting Date: December 20, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE
Expense and Use of Public Resources
Policy Statement
Updated July 2017

I. Findings

Whereas, the City of Seaside takes its stewardship over the use of its limited public resources seriously.

Whereas, public resources should only be used when there is a substantial benefit to the City.

Whereas, such benefits include:

1. The opportunity to discuss the community's concerns with state and federal officials;
2. Participating in regional, state and national organizations whose activities affect the City;
3. Attending educational seminars designed to improve officials' skill and information levels; and,
4. Promoting public service and morale by recognizing such service.

Whereas, 1) legislative and other regional, state and federal agency business is frequently conducted over meals; 2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and 3) daily meal expenditures must comply with the limits and reporting requirements of local, state and federal law.

Whereas, this policy provides guidance to elected and appointed officials that are members of the various legislative bodies of the City on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured.

Whereas, this policy satisfies the requirements of Government Code Sections 53232.2 and 53232.3.

Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.

Whereas, this policy also applies to any charges made to a City of Seaside purchasing card, cash advances or other line of credit.

Whereas, this policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws.

II. Authorized Expenses

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:

1. Communicating with representatives of regional, state and national government on City-adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the City's interests;
4. Recognizing service to the City, e.g. a gift or celebration of a nominal value;
5. Attending City events;
6. City-related charitable events of a nominal value;
7. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.
8. Meals for persons with whom the official is conducting City-related business, not to exceed the daily maximum as set forth in §III (G) per person, and not including expenses for alcohol.

All other expenditures, including international and out-of-state travel and expenses in excess of the annual limits established for each office holder, require prior approval by the City Council at a public meeting.

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip (including personal clothing);
2. Political or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other non-city related cultural events;

5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline, car washes; and
6. Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

III. Cost Control

To conserve City resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the City will be limited to the costs that fall within the guidelines, unless prior approval from the City Council is obtained at a public meeting.

A. Transportation. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

B. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), the California State Association of Counties (<http://www.csac.counties.org/default.asp?id=635>) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy.

C. Automobile. To ensure the most economical mode of transportation is used, a City vehicle should be used when available. If it is not feasible to use a City vehicle, automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.

D. Car Rental. Rental rates that are equal or less than those available through the State of California's website (<http://www.catravelmart.com/default.htm>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

E. Taxis/Shuttles. Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-

efficiency.

F. Lodging.

Lodging expenses at the single room rate will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1) Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

2) Other Lodging.

Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at <http://www.catravelsmart.com/lodguideframes.htm>. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the Internal Revenue Service per diem rates for a given area are presumed reasonable and hence reimbursable. If lodging rates exceed the IRS per diem rates, prior approval of the City Manager must be obtained.

G. Meals/Incidentals

Meal expenses and associated gratuities (up to 15%) will be reimbursed at actual cost, not to exceed (amounts listed include gratuity)

Breakfast	\$12.00
Lunch	\$18.00
Dinner	\$36.00

The City will not pay for alcohol/personal bar expenses.

Meals and incidental expenses on travel days will be reimbursed according to the following:

- Breakfast if leave worksite/home before 6AM
- Lunch if leave worksite/home before 10 AM (day of departure) or return to worksite/home after 2 PM (day of return)
- Dinner if return to worksite/arrive home after 8 PM

Incidental expenses include fees and tips given to porters, baggage carriers, bellhops, hotel maids and stewards.

In accordance with the IRS, the City reimbursement policy is an accountable plan – reimbursements are not taxable. However, reimbursements of meals when travel does not have an overnight stay are deemed non-accountable and are subject to Federal and Medicare tax. The amount of non-accountable reimbursements will be recorded through payroll on a quarterly

basis.

H. Telephone/Fax/Cellular/Internet

Officials will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

Officials will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if Internet access is necessary for City related business.

I. Airport Parking

Long-term parking must be used for travel exceeding 24 hours.

J. Other

Baggage handling fees of up to \$1 per bag and gratuities of up to 15 percent will be reimbursed. Expenses for which City officials receive reimbursement from another agency are not reimbursable by the City of Seaside.

K. Family Care Expenses

Reimbursement for actual family care expenses incurred in the performance of official duties.

IV. Procedure for Authorization

To obtain approval for attending meetings, conferences or other events involving overnight accommodations, the following procedures must be followed:

1. Official must complete a "Travel Request Report and Payment Authorization Form" five (5) business days in advance. This request must be forwarded to the City Manager.
2. The City Manager will review all travel requests. An approved travel request will be forwarded to the Finance Department. Unapproved requests will be returned to the official.
3. The Finance Department will verify that funds are available and that the official has no outstanding Travel Expense Reports due from prior travel. If funds are not available or there are outstanding Travel Expense Reports, the request will be returned to the City Manager detailing the reason the request is being returned. If funds are available, the request will be processed.
4. After travel has been authorized, the hotel and training expenditures can be paid via check or Calcard. Meals and incidentals paid by traveler will be reimbursed

upon return from travel.

5. Within ten (10) business days after returning from travel, the official must complete the Travel Expense Report in accordance with §VI below. The Travel Expense Report shall be submitted to the Department Head for review and approval of reimbursement. The Travel Expense Report shall be audited by the Finance Department for accuracy and proper receipts. The official shall be contacted to resolve any discrepancies.
6. Any meal expenditures that were paid by Calcard and exceed individual meal amounts must be returned to the City treasury within ten (10) business days of the official's return, along with an expense report and receipts documenting each meal in compliance with this expense policy.

V. Expense Report Content And Submission Deadline

All expense reimbursement requests must be submitted on an expense report form provided by the City.

Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

Officials must submit their expense reports within 10 business days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts detailed with actual items purchased, in addition to any credit card receipts, are also part of the necessary documentation. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event City Manager is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

VI. Audits Of Expense Reports

All expenses are subject to verification that they comply with this policy.

VII. Reports To The Legislative Body

At the following City legislative body meeting, each official shall briefly report on meetings attended at City expense. If multiple officials attended, a joint report may be made.

VIII. Compliance With Laws

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

IX. Violation Of This Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) criminal prosecution for misuse of public resources.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

BY: City Attorney Don Freeman

DATE: December 20, 2018

**SUBJECT: APPROVE AMENDED AND RESTATED CITY ATTORNEY
EMPLOYMENT AGREEMENT**

PURPOSE & RECOMMENDATION

To review and approve Amended and Restated City Attorney Employment Agreement.

BACKGROUND

On December 21, 2017, the City Council entered into an Amended Employment Agreement for Legal Services. The Agreement provided for a monthly retainer in the amount of \$12,000.00 for ordinary legal services as well as providing a rate of \$350.00 per hour for extraordinary legal services, and \$450.00 per hour for extraordinary legal services regarding Planning Department/Consultant project where the City is entitled to reimbursement. In addition, the City was to pay both the employer and employee portion of PERS.

The City Attorney requests an increase in the monthly retainer amount by \$4,000.00 per month for ordinary legal services to a total of \$16,000.00 per month. All other terms remain the same as in the current contract.

ATTACHMENTS

1. Draft Resolution
 2. Draft Agreement
-

RESOLUTION NO. 2018-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT
AGREEMENT**

WHEREAS, in December, 2017, the City Council entered into an Amended Employment Agreement for Legal Services for a monthly retainer in the amount of \$12,000.00 for ordinary legal services as well as providing the rate of \$350.00 per hour for non-reimbursable legal services and \$450.00 per hour for legal services where the City could expect reimbursement, as well as setting forth the terms of PERS contributions;

WHEREAS, City Attorney was evaluated in closed session on November 15, 2018;

WHEREAS, City Attorney is requesting an increase of \$4,000 per month for ordinary legal services, all other terms remain the same as in the current contract; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The attached Amended and Restated City Attorney Employment Agreement is hereby approved.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20 day of December, 2018, by the following roll call vote:

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

SO ORDERED:

ATTEST:

Ian N. Oglsby, Mayor

Lesley Milton-Rerig, City Clerk

AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT
CITY OF SEASIDE

This AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT (the "AGREEMENT"), effective as of November 1, 2018, is by and between DONALD G. FREEMAN (hereinafter "CITY ATTORNEY") and the CITY OF SEASIDE, a municipal corporation (hereinafter "CITY").

City Council hereby retains DONALD G. FREEMAN as the CITY ATTORNEY to render such legal services as are customarily rendered by such official and as further specified herein, including attending regular meetings of the City Council and other boards and bodies of CITY as directed by CITY.

A. SCOPE OF WORK AND DUTIES

1. CITY ATTORNEY shall perform any and all work necessary for the provision of CITY ATTORNEY services to CITY, including, without limitation, the following:

(a) Attend regular City Council meetings unless excused by CITY, and other board, agency and commission meetings at request of CITY; however, CITY ATTORNEY is allowed to miss two (2) regular City Council meetings per calendar year. CITY ATTORNEY will find a replacement attorney for those meetings subject to CITY approval. CITY shall be responsible for compensation to the replacement attorney.

(b) Provide legal advice, written legal opinions, and consultation on all matters relating to the normal day-to-day business of CITY, to the City Council, City Manager, agencies, boards, commissions, committees and officers of CITY and as requested by the City Council or the City Manager.

(c) Be available for telephone consultation with CITY staff and members of the City Council;

(d) Prepare or review normal legal documents such as ordinances, resolutions, and ordinary contracts and agreements;

(e) Advise CITY on pending and potential litigation as comes to his attention or as requested by CITY.

(f) Monitor pending and current legislation and case law as appropriate and inform the CITY of any items of interest; and

(g) CITY ATTORNEY will keep CITY informed as to the progress and status of all pending matters. CITY ATTORNEY is expected to manage, control and oversee the delivery of legal

services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special legal counsel is retained such special legal counsel shall be supervised by CITY ATTORNEY.

(h) CITY and CITY ATTORNEY recognize that from time to time it may become necessary to associate with special legal counsel for matters involving litigation, labor negotiations, worker's compensation personnel or bond issue proceedings, and other matters where either the City Council or CITY ATTORNEY feel effective representation requires special legal counsel. CITY ATTORNEY has the authorization to select, engage and monitor special legal counsel.

B. COMPENSATION

CITY ATTORNEY will provide ordinary legal services to CITY for a retainer of \$16,000.00 per month. Extraordinary legal services as set forth in paragraph 2. below shall be charged at the rate of \$350.00 per hour.

CITY shall allow CITY ATTORNEY to be an active member of PERS and shall pay the entire contribution (employer and employee allocations) on behalf of CITY ATTORNEY. The 7% employer-paid member contribution shall be reported to PERS as additional compensation in accordance with Government Code Section 2063(c) and California Code of Regulations Section 571(a)(1) which enables CITY to report the value of Employer Paid Member Contributions (EPMC) as additional compensation.

CITY ATTORNEY is authorized to bill for legal services at CITY ATTORNEY'S standard rate of \$450.00 per hour in connection with any and all of CITY'S planning, development and/or consultant projects where CITY is entitled to reimbursement.

1. Ordinary Legal Services. Ordinary legal services shall include normal day-to-day legal advice and legal opinions to the City Council, City Manager, the Successor Agency to the Seaside Redevelopment Agency, and departments in the regular course of CITY business concerning all such matters as administrative procedures, Council and Commission actions, ordinance and resolution interpretations; and shall include attendance at all regular City Council and Successor Agency to the Seaside Redevelopment Agency meetings. Ordinary legal services shall include preparing or reviewing ordinances, resolutions, ordinary contracts and agreements; and engaging in normal legal research, study and review necessary to properly advise and protect the interests of CITY.

2. Extraordinary Legal Services. Extraordinary legal services shall include the preparation of complex legal documents, legal opinions, legal research, review and/or preparation of CITY policies, representing CITY in any court litigation or in proceedings before any other public or administrative body, court appearances, prosecution of CITY ordinances or state laws. Legal services provided to any independent or separate agency or entity shall also be considered as extraordinary legal services. Attendance at Special City Council meetings, study sessions, Planning Commission meetings, other commission meetings, or committee meetings as requested by the

City Council, shall be considered extraordinary legal services. CITY ATTORNEY shall notify, and seek prior approval of, the City Council prior to rendering extraordinary legal services, if time permits. Public Record Act (PRA) requests requiring more than one (1) hour of time shall be deemed extraordinary legal services.

C. COSTS AND OTHER CHARGES

CITY ATTORNEY shall be reimbursed for all out-of-pocket expenses and costs advanced or paid on behalf of CITY, including court reporter fees and charges, court costs, costs of outside investigators or experts pertaining to CITY litigation.

Travel expenses, including transportation, meals, and lodging, when incurred outside of the County of Monterey on behalf of the CITY shall be reimbursed by CITY as requested by CITY ATTORNEY and approved by the City Council.

D. STATEMENTS

For extraordinary legal services, CITY ATTORNEY shall render to CITY a statement for fees, costs, and expenses incurred. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Reimbursable costs shall be separately itemized.

Payments shall be made by CITY within thirty (30) days of receipt of the statement.

E. INDEPENDENT CONTRACTOR

CITY ATTORNEY shall perform all legal services required under this AGREEMENT as an independent contractor of CITY.

F. NOTICES

Notices required pursuant to this AGREEMENT shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Services, or its lawful successor; postage prepaid and addressed as follows:

CITY:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: City Manager

ATTORNEY:

Donald G. Freeman
Law Offices of Perry & Freeman
P.O. Box 805
Carmel, CA 93921

Services of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

G. TERM AND TERMINATION

This AGREEMENT shall commence on November 1, 2018, and shall remain in full force and effect until terminated by either party. Either party to this AGREEMENT may terminate this AGREEMENT, with or without cause, upon sixty (60) calendar days written notice.

H. CONFLICTS

CITY ATTORNEY maintains a private law practice with offices in Carmel, California, is general legal counsel for the Association of Monterey Bay Area Governments (AMBAG), and is general legal counsel for the Monterey Peninsula Regional Water Authority (MPRWA). Should conflict of interest arise for CITY ATTORNEY between the CITY, AMBAG and/or MPRWA each of those entities shall retain outside legal counsel to represent each entity's interest, and the expense of such legal counsel shall be borne by each entity respectively. CITY also recognizes CITY ATTORNEY may be requested from time to time to assist other outside agencies.

I. INDEMNIFICATION AND PROTECTION

CITY agrees to extend the indemnification and protections of California Government Code Section 825 to CITY ATTORNEY, including associates, employees, or appointees of CITY ATTORNEY provided by CITY ATTORNEY to CITY, and shall defend and hold harmless CITY ATTORNEY, and other associates, employees or appointees of CITY ATTORNEY, including other attorneys working behalf of CITY ATTORNEY in carrying out the terms and conditions of this AGREEMENT, from any action resulting from providing legal services pursuant to this AGREEMENT.

J. FILES

CITY ATTORNEY agrees that all legal files maintained by the CITY ATTORNEY pertaining to the services provided to CITY pursuant to this AGREEMENT are and will remain CITY'S property. However, CITY ATTORNEY will have the right to retain copies of such files upon completion of the services provided for by this AGREEMENT, or upon the earlier termination such services in the manner hereinafter provided in this AGREEMENT. For purposes of this AGREEMENT the term "files" will include electronic files and data, as well as paper files that are maintained by CITY ATTORNEY in the performance of the services required by this AGREEMENT.

K. INTERPRETATION OF AGREEMENT AND FORUM

This AGREEMENT shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Monterey County.

L. CORPORATE AUTHORITY

The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties and that in so executing this AGREEMENT the parties hereto are formally bound to the provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date of execution by the CITY.

DATED: December ____, 2018

CITY OF SEASIDE

CITY ATTORNEY

Ian Oglesby, Mayo

Donald G. Freeman
Donald G. Freeman

ATTEST:

APPROVED AS TO FORM:

Lesley Milton, City Clerk

Attorney at Law

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This AGREEMENT shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Monterey County.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date of execution by the CITY.

DATED: December ____, 2018

CITY OF SEASIDE

CITY ATTORNEY

Ian Oglesby, Mayor


Donald G. Freeman

ATTEST:

APPROVED AS TO FORM:

Lesley Milton, City Clerk


Robert R. Wellington
Attorney at Law



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: December 20, 2018

SUBJECT: APPROVE A RESOLUTION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR THE PRELIMINARY DESIGN OF MANZANITA STUART PARK FOR AN AMOUNT NOT TO EXCEED \$49,810.

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 a cost not to exceed \$49,810.00 for the preliminary design of Manzanita Stuart Park, and to authorize Finance to make the necessary adjustments to generate a Capital Improvement Program (CIP) Project within the Parks–Playground Improvement Fund.

BACKGROUND

Manzanita Stuart Park is a small park (0.77-acre) that lies immediately adjacent to the International School of Monterey (formerly Manzanita Elementary School), and serves as a trailhead connecting the school with Lincoln Cunningham Park. Existing facilities at the site include a playground, sculpture, and open play area. Due to the poor condition of the play structure and its heavy use, city staff recommended at the September 17, 2018 Parks & Recreation (P&R) Commission meeting to upgrade the play structure. Staff returned to the P&R Commission on October 15, 2018 with a study session to explore alternatives for improving this park.

Staff, with guidance from the P&R Commission, has developed a conceptual plan for the proposed improvements to include the following:

1. Upgrading the playground area
2. Upgrading paved surface area
3. Improving the landscaping
4. Upgrading the pathways and creating ADA accessible entrances

5. Adding support facilities (e.g., drinking fountain, signage, fencing/gates, bike racks, waste receptacles, benches and picnic tables)
6. Upgrade the lighting fixtures

Due to the complexity of the proposed project, primarily related to the ADA accessibility improvements, staff is recommending a phased design and construction approach. The first phase will include replacement of the existing play structure that is reaching the end of its useful life. ADA accessibility to the play structure will be provided to the park from Westminster Ct. As part of Phase 2 improvements that could be completed in the future, an ADA accessible ramp from San Pablo Ave. could provide the primary access to the park and the concrete surfaces could be graded and re-paved to provide accessibility throughout the features of the park.

City Council authorized Resolution No. 18-39 on May 17, 2018 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 November 27, 2018, to prepare the Conceptual Master Plan for the proposed improvements to the park in its entirety. In addition, the scope of work will include preparation of the Plans, Specifications, and Engineer's Estimate of Probable Cost for the first phase of design. The Phase 2 design could be awarded at a future date after the Conceptual Master Plan is finalized and the scope of the proposed Phase 2 improvements is better defined.

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 preliminary design for Manzanita Stuart Park for an amount not to exceed \$49,810.

NEXT STEPS

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

1. Kickoff Meeting
2. Conceptual Master Plan development
3. Conceptual Master Plan Design to submit to City for review
4. P&R Commission Meeting presentation for community outreach and Commission feedback
5. Incorporate Comments to the Conceptual Design
6. BAR and City Council Meeting presentation
7. Finalize Conceptual Master Plan
8. Preparation of Phase 1 Design Documents

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

The FY 2018/2019 adopted budget for the Parks-Playground Improvement Fund is \$200,000 and adequate funds are available for this proposed contract with Whitson Engineers for an amount not to exceed \$49,810. Finance will make the necessary budgetary adjustments to generate a CIP Project within the Parks-Playground Improvement Fund and to appropriate the \$49,810.00 from Account #342-8910-9570, "Park Improvements".

ATTACHMENTS

1. Draft 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 TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR THE PRELIMINARY DESIGN OF MANZANITA STUART PARK FOR AN AMOUNT NOT TO EXCEED \$49,810.

WHEREAS, the Manzanita Stuart 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 International School of Monterey promotes heavy use of the playground by students 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, the Parks & Recreation Commission have recommend preparation of a preliminary 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, staff recommends due to the complexity of the proposed project, primarily related to the ADA accessibility improvements, the project should be completed through a phased design and construction approach; and

WHEREAS, the first phase of the project will be to replace the playground structure and accessible paths thereto; and

WHEREAS, Whitson Engineers provided a proposal dated November 27, 2018 for the Preliminary Design of the Manzanita Stuart Park Improvement, which included preparation of a Conceptual Master Plan and the Phase 1 Plans, Specifications and Engineer's Estimate of Probable Cost, with Phase 2 Design to be included as an amendment at a future date; and

WHEREAS, 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, 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 approves a resolution authorizing the City Manager to Execute a Professional Services Agreement with Whitson Engineers for preparation of a Conceptual Master Plan and the Phase 1 Plans for Manzanita Stuart Park for an amount not to exceed \$49,810 from the FY 2018/19 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 Improvement Fund and to appropriate the \$49,810 from Account #342-8910-9570 for the contract with Whitson Engineers.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of December 2018 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
MANZANITA STUART PARK PRELIMINARY 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 forty nine thousand eight hundred ten dollars (\$49,810.00) 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.

(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:	<u>City of Seaside</u>
	<u>440 Harcourt Ave</u>
	<u>Seaside, CA 93955</u>
	Attention: City Clerk

To Consultant:	<u>Whitson Engineers</u>
	<u>6 Harris Court</u>
	<u>Monterey, CA 93940</u>

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: 11/28/18

City of Seaside
A Municipal Corporation

Craig Malin, City Manger

Date: _____

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Consultant's Proposal, Dated November 27, 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 the master plan conceptual design for the proposed improvements to Manzanita Stuart Park, including recommendations of a phased design and construction approach. Following an approved Conceptual Design, the scope of work will include the final design and construction documents for the first phase of improvements. 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 with phased approach recommendations, attendance at the Parks and Recreation Committee Meeting, revisions and preparation of presentation and image boards for display at City Council and BAR meetings.

Deliverables included for the Final Phase 1 Design include preparation and submission of 60% draft, 90% draft, and 100% final Plans, Specifications, and Engineer's Estimate of Probable Cost (PS&E).

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November 27, 2018

Project No.: 2071.16

Misty Bradshaw
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Via Email: mbradshaw@ci.seaside.ca.us

Re: Manzanita Park – Phase 1 Conceptual Master Plan
Proposal for Civil Engineering & Land Surveying Services

Dear Ms. Bradshaw:

Thank you for the opportunity to make this proposal for the Manzanita 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 Manzanita Park renovation. Improvements will include new ADA improvements, new play equipment, renovation to play areas (drainage/surfacing/separation), and general upgrading and or irrigation and planting replacements.

SCOPE OF SERVICES

TASK 1: TOPOGRAPHIC SURVEY

1. Conduct a topographic survey of Manzanita Park located in Seaside, CA along with two existing curb ramps at Westminister and Yosemite. The survey will be to a level of detail suitable for the preparation of the conceptual master plan and construction documents. We will tie into existing control and boundary monumentation where available.
2. Research and plot existing property information and position record boundary in relation to found monumentation.
3. Prepare an existing conditions map for each project area. Map will include existing spot grades, contours at 1-foot interval, surface utilities, storm drainage structures, and hardscape including curb, gutter, sidewalk, fences, and walls.
4. Utilizing an Unmanned Aerial Vehicle (UAV), Whitson Engineers will provide a current digital orthophoto of the site. The digital orthophoto will be established in relation to the project control and collected imagery will be correlated to the base file coordinate system. Digital orthophotos will be collected at a 1 and 2 inch pixel resolution for the project site. The collection of RAW imagery will also be provided to the client on DVD for archival purposes.

TASK 2: 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)

Exhibit B

November 27, 2018 | Job No. 2071.16

City of Seaside - Manzanita Park

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 ADA access, site furnishings, play equipment, play area surfacing, pavements. Utilize current manufacturer and models from recent park improvements.
 - c. 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 to address the park program and define the proposed park character. (24x36 colored site plan with callouts and notes).
 - b. Plan to be coordinated with complete site survey. Identify site conditions, utility constraints, if readily identifiable.
 - c. Prepare imageboards and illustrative sketches to supplement site plan design and finalized program. (24x36 boards)
 - d. Prepare estimated cost of construction
5. Finalize a Conceptual Design for the Parks and Recreation Commission meeting and 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'. A member of the design team will attend the meeting however we assume City staff preparing any power point presentation and lead the discussion. (1 meeting)
7. After receiving input from the P&R commission, update and revise as necessary the Conceptual Design for both a BAR and City Council meeting. Revised plans will be submitted to the City for their use in these meeting. Attendance is not included.

DELIVERABLES:

1. Preliminary Conceptual Design Plan and Imageboards (PDF/ Hard Copy)
2. Conceptual Construction Budget (PDF)
3. Meeting attendance at the Parks and Recreation Commission meeting.
4. Final Conceptual Design Plan for BAR and CC Meetings (PDF/ Hard Copy)

PHASE 1 IMPROVEMENTS

Phase 1 improvements will include design and preparation of plans and specifications for the replacement of the existing play structure along with an accessible ramp into the play area and wood chip surfacing. In addition, the design will include 2 accessible ramps at Westminster and Yosemite and an accessible walkway from Westminster court.

TASK 3: 60% 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. 60% CD City Meeting: Meet with the City/CE to review design develop documentation and

Exhibit B

November 27, 2018 | Job No. 2071.16

City of Seaside - Manzanita Park

project budget. Present selections for play equipment, furniture, surfaces, textures and colors for design character continuity. (1Meeting).

- a. Prepare meeting minutes

DELIVERABLES:

1. 60% Design Development Plans & Sections (PDF / Hard Copy)
2. Conceptual Stormwater Control Plan (PDF)
3. Product Notebook (PDF)
4. Preliminary Construction Budget (PDF)

TASK 4: 90% DRAFT CONSTRUCTION DOCUMENTS

1. Based on City review comments of 60% documents, prepare 90% Draft Construction Documents to include:
 - a. Site Construction/layout Plan
 - b. Site Grading and Drainage Plan
 - c. Construction Details
 - d. Existing soils report: Obtain soils sample from the project site.
2. Prepare 90% Draft Technical Specifications in CSI format. Excludes front end City boiler plate editing.
3. Prepare 90% Draft Estimate of Probable Construction Costs.
4. Finalize 90% Draft CD's, submit for city review and comment.
5. Parks and Recreation Commission or Council Meeting: Refine plans per comments and revise previous presentation materials and present at meeting. (1 meeting).
6. Submit package to public works/building department for permitting.

DELIVERABLES

1. 90% Draft Construction Documents (PDF / 3 Hard Copies)
2. 90% Draft Technical Specifications (PDF)
3. 90% Draft Cost Estimate (PDF)
4. MWELC Calculations (PDF)

TASK 4B: BID DOCUMENTS 100% FINAL CONSTRUCTION DOCUMENTS

1. Based on City / Agency review comments of 90% Draft documents, complete 100% Construction (Building Permit) Drawings.
2. Prepare Bid-Set Technical Specifications.
3. Prepare final estimate of probable construction cost.
4. Finalize 90% 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.

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)
4. 100% AutoCAD DWG Files

TASK 5: BID & AWARD

Not included with this proposal.

TASK 6: CONSTRUCTION SUPPORT

Not included with this proposal.

Exhibit B

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

1. Additional public meetings/ presentations as authorized by the City/CE.
2. Provide Irrigation and Planting plans/details and specs of entire park

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. CEQA document preparation and approvals.
8. Tree survey / Arborist Report.
9. Irrigation and Planting Plans/details/specs.
10. Signage & graphics artwork.
11. Division 1 (General Conditions and Special Provisions) Project Specifications.
12. SWPPP Preparation (site is less than 1 acre) and inspections
13. Preparation of Operation & Maintenance Plan and Maintenance Declaration.
14. Bid and Construction Phase Services, including review of contractor submittals and response to Bidder Inquiries and RFIs.
15. 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.

Exhibit B

November 27, 2018 | Job No. 2071.16

City of Seaside - Manzanita Park

PAYMENT AND PROVISIONS

The estimated budget for the above described 'Scope of Services' will be \$49,810 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
Conceptual Master Plan	
Task 1: Topographic Survey	\$5,615
Task 2: Conceptual Design	\$16,200
Phase 1 Design	
Task 3: 60% Construction Documents	\$15,920
Task 4: 100% Construction Documents	\$8,780
Task 5: Bid and Award	NIC
Task 6: Construction Support	NIC
Direct Costs	\$3,295
Total Budget	\$49,810

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

Manzanita 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	\$ 115	\$ 110	\$ 175	\$ 270	\$ 70	\$ 65
Task 1 Topographic Survey															
1.1 Topographic Survey	1960	0	12			2			2			8			
1.2 Research and Prepare Boundary	760	0	4	2		2									
1.3 Reduce Data, Prepare Map	1680	0	12					12							
1.4 Drone Survey	455	0	3					2				1			
1.5 Project Management & QA/QC	760	0	4	2		2									
Task Subtotal	\$ 5,615	\$ -	35	4	0	6	0	14	2	0	0	9	0	0	0
Task 2 -Conceptual Design															
1.1 Kick-Off Meeting / Field Review	760	500	4	2		2									
1.2 Conceptual Design Plan Development	640	1500	4			4									
1.3 Conceptual Design Plan Review	320	500	2			2									
1.4 Finalize Conceptual Design Plan & Prelim Estimate	1160	1500	8			2		6							
1.5 Conceptual Design Plan Submittal	1160	500	8			2		6							
1.6 Prepare P&R Conceptual Design Plan per City Comments	880	750	6			2		4							
1.7 Parks and Recreation Commission Meeting	0	1250													
1.8 Finalize Conceptual Design Plan per P&R Comments	1520	2500				6		4							
1.9 Project Management & QA/QC	760		4	2		2									
Task Subtotal	\$ 7,200	\$ 9,000	36	4	0	22	0	20	0	0	0	0	0	0	0
Task 2 - 60% Construction Documents															
2.1 Design Development Layout	1760	8000	12			4		8							
2.2 Conceptual SWCP	2080	1500	14			6		8							
2.3 City review Meeting	320	1500	2			2									
2.4 Project Management & QA/QC	760		4	2		2									
Task Subtotal	\$ 4,920	\$ 11,000	32	2	0	14	0	16	0	0	0	0	0	0	0
Task 4/4B - 90/100% Construction & Bid Documents															
3.1 90% & 100% Draft CDs	1760	1000	12			4		8							
3.2 90% & 100% Draft Specifications	640	500	4			4									
3.3 90% & 100% Draft Cost Estimate	600	500	4			2		2							
3.4 Plan Check Submittal / Revise Plans	880	300	6			2		4							
3.5 Final Plan Submittal (90% & 100%)	1200	200	8			4		4							
3.6 Project Management & QA/QC	1200		6	4		2									
Task Subtotal	\$ 6,280	\$ 2,500	40	4	0	18	0	18	0	0	0	0	0	0	0
	\$ 24,015	\$ 22,500	108	10	0	54	0	54	0	0	0	0	0	0	0

Direct Cost Budget Detail

Reproduction	\$ 1,000
Postage, Delivery Services, Express Mail	\$ 45
General and Administration	\$ 2,250
Subtotal Direct Costs	\$ 3,295

Summary

Professional Fees Subtotal	\$ 46,515
Direct Costs Subtotal	\$ 3,295
Total Fee Estimate	\$ 49,810

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~~

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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

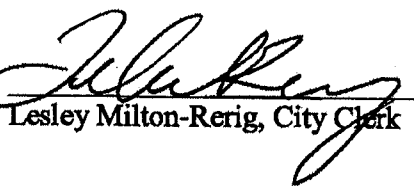
WHEREAS, a selection committee reviewed and identified the five firms shown in Exhibit 'A', attached, qualified to perform professional engineering services based upon experience and overall qualifications.

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

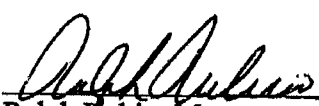

Ralph Rubio, Mayor

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.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: December 20, 2018

SUBJECT: DISCUSS AND CONSIDER APPROVAL OF CITY HALL AND AVERY GALLERY USE POLICY

PURPOSE & RECOMMENDATION

Approve a resolution adopting a City Hall and Avery Gallery reservation and use policy.

BACKGROUND

In 2017 Seaside City Hall underwent interior changes for its 50th birthday to restore to its original environment while prioritizing services for the public. Those renovations also provided a better delineation of the City Hall public spaces and the staff environment, increasing building security and an expansion of the Walter Lee Avery Art gallery, which is a popular gallery on several community art tours.

These changes have created an opportunity to expand the usage of the building by the public.

The proposed policy establishes clear priority, conditions and provisions for use, expanding the allowable uses to Seaside-based non-profit organizations and establishes consistency with facility rentals processes, regulations and liability requirements in line with other City facilities.

Key changes to the policy:

- Expands to Seaside Based non-profit organizations the ability to rent the facility, previously it was only governmental organizations, affiliated with the City of Seaside.
- Consolidates reservations to be facilitated by the Recreation department, consistent with other City facility rentals.
- Adds liability requirements and cost recovery requirements
- Adds the requirement that a staff member must be present at all times and the staff costs incurred is included in the total cost of rental
- Delineates the usage of the different areas and the total capacity for each determined

with the Seaside Fire Department and building department for occupancy requirements.

Additional Consideration:

It is requested that the City Council discuss their position to allow alcoholic beverages at the facility during reservations. Specific City facilities allow alcoholic beverages with additional provisions including required permits, hired security, agreeing to host no one under 18 years of age is present and providing proof of liability insurance. Staff could incorporate the same requirements into the policy should the Council choose to add that provision

Seaside City Hall is not only an important historic resource for the city, but is also the heart of Seaside public engagement, and a cultural asset. Having few other facilities of this quality locally, it is a venue that can be extended to the Seaside community for events.

FISCAL IMPACT

There should be no substantial fiscal impact associated with this item as all costs should be covered by the total facility rental fee.

ATTACHMENTS

1. Draft Policy
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

POLICY GOVERNING USE OF CITY HALL CONFERENCE ROOM COUNCIL CHAMBERS AND AVERY GALLERY

The City of Seaside invites the community to enjoy our wonderful community facilities.

Principles of Use

The Conference Room and Council Chambers are designed for use by the City Council, City Staff and other officially constituted bodies of the City of Seaside and these uses have priority over all other uses Use of City Hall by other governmental organizations, and *non-profit organizations is allowed in compliance with this policy. Soper Field Community Center and the Oldemeyer Center are facilities that can accommodate all public uses and should also be considered.

Officially constituted bodies of the City of Seaside have first priority in the use of the Conference Room, Council Chambers or Avery Gallery. Governmental organizations have secondary priority and all other uses are allowed on a space available basis. Use of these facilities will be on a first come first served basis.

The City of Seaside reserves the right to refuse use of the Conference Room, Council Chambers or Avery Gallery to any group. Granting use of the Conference Room or Council Chambers in no way constitutes an endorsement of any group by the City of Seaside, its department, officers or employees.

Conditions of Use

Use will be restricted to meetings of no more than 19 (nineteen) people in the Conference Room, no more than 100 (one hundred) people in the Council Chambers and no more than 50 (fifty) people in the Avery Gallery. Persons using the facility during business hours are requested to show consideration for the working environment of the building by keeping congestion in the hallways to a minimum by protecting the facility's equipment and furnishings, and by keeping noise levels low.

Arrangements for Use

Requests for use of the Conference Room, Council Chambers or Avery Gallery should be submitted by completing the application to use City Hall Conference Room, Council Chambers or Avery Gallery with the appropriate fee to:

The Seaside City Manager's Office
440 Harcourt Ave, Seaside CA 93955
Fax: 831-899-5839 or email to rsalcedo@ci.seaside.ca.us

Requests must be received at least 2 weeks (14 calendar days) in advance of the requested meeting date. Fees are applicable to other governmental agencies after regular business hours and to all community groups at all times, unless waived by the City Manager. The fee amount is shown on the City's approved "Fees and Charges Schedule". By filing such an application, the applicants and the members of any group sponsoring the use shall be jointly liable for the cost of repairing any damage to the property of the City resulting from such use, and for adhering to its policies for such use.

**Nonprofit - Nonprofit organization whose service area includes City of Seaside or is a Seaside-based community group.*



**APPLICATION TO USE CITY HALL
CONFERENCE ROOM, COUNCIL CHAMBERS
OR AVERY GALLERY**

**City of Seaside – City Manager's Office
440 Harcourt Avenue, Seaside CA 93950
(831) 899-6702 Fax (831) 899-6227**

Requested Facility (select one): ☐ **Council Chamber** ☐ **Conference Room** ☐ **Avery Gallery**

Day(s) and Date(s) Requested _____

Hours Requested (include set-up time) _____ **Estimated Attendance** _____

Description of Event _____

Organization Type: ☐ **Community Organization/Non-Profit*** ☐ **Governmental Agency**

Organization _____ **Name of Applicant** _____

Contact Number _____ **E-mail address** _____

Open to the Public? ☐ **Yes** ☐ **No**

Additional Information or Requests: _____

*Nonprofit - Nonprofit organization whose service area includes City of Seaside or is a Seaside-based community group. All non-profit rentals require a cleaning/damage deposit and a certificate of insurance.

Renter agrees to reimburse the City for any and all costs the City incurs arising from the renter's use of the premises, including but not limited to repair costs due to damage of City property. Renter shall indemnify, defend, and hold the City of Seaside, it's officers, agents, employees and contractors harmless from any and all liability for damages or claims of same, including, but not limited to, property damage, personal injury, and death, caused by, arising out of or in connection with Renter, Renter's agents, employees, contractors or invitees operations or use of City facilities under this agreement. Such indemnification shall include reasonable costs of defense, judgments, settlements, attorney's fees, and other such costs as may be fixed by the court. I have read and agree to the Regulations and Conditions of Use of the back side of this form.

Applicant Signature _____ **Date** _____

FOR OFFICE USE ONLY

FEE*: _____ **AMOUNT PAID:** _____ **DATE:** _____

STAFF APPROVAL: _____ **DATE:** _____

Note: Original to City Manager's Office, Copy to Police Department, Public Works

CITY HALL CONFERENCE ROOM, COUNCIL CHAMBERS AND AVERY GALLERY RULES, REGULATIONS & CONDITIONS OF USE

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund request made at least seven (7) days in advance will receive a full refund less a seven dollar (\$7) surcharge.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) the application is found to contain false or misleading information. (b) The City finds that the proposed use will be detrimental to the public's health or welfare. (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) For failure to notify City of cancellation of any date or dates covered by this permit, (e) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (f) In case the City or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (g) The facility is needed by public necessity or emergency use, (h) Upon seven (7) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least fourteen (14) days prior to the date reserved, except when cancelation occurs under items (f) or (g) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the facility.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to the use of the facilities within the time requirement specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County and Federal laws; and the policies, rules, regulations, terms and conditions governing use of facilities. Permittee will forfeit all fees paid if evicted from premises for violation of these conditions. Eviction shall not release Permittee from any obligations for payment of the fees required to be paid under this permit for the term thereof.
8. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either expressed or implied, during all times covered by the permit. The City reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct. **No alcoholic beverages can be served or consumed.**
9. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same current costs.
10. **EXITS:** At no time shall exits be covered or obstructed.
11. **FACILITIES CAPACITY:** Permittee shall not admit a large number of people than can be safely and freely moved about therein as determined by Building and Fire Codes.
12. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries, or death, damages whatsoever, directly or proximately resulting or caused by the use of occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents employees, guests, patrons, or invitees and the Permittee shall, at its sole risk and expense, defend any suit, action, and the legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss of theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
13. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
14. **SUPPLIES:** City is not responsible for providing supplies, equipment or staff assistance for the event. Use of the City projectors and/or computer equipment is not allowed.