



CITY OF SEASIDE
CITY COUNCIL

AGENDA

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, January 3, 2019
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. **REPORT ON HOMELESS SITUATION ON / ADJACENT TO THE CALTRANS
RIGHT OF WAY**

B. RECEIVE PRESENTATION AND PROVIDE DIRECTION TO STAFF REGARDING A MONTEREY COUNTY PROPOSED HOMELESS SHELTER

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 DECEMBER 20, 2018

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of December 8, 2018 through December 21, 2018 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of December 20, 2018. Total Accounts Payable and Payroll for the above referenced period is \$1,138,182.42.

C. APPROVE A FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY FOR USE OF OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2019

RECOMMENDATION: To waive all room rental fees totaling \$2,474.75 for two events, require the organization to provide the City with the non-refundable portion of the maintenance deposit: \$147.81 per event to total \$295.62 and provide insurance coverage for both events.

D. AUTHORIZE THE REIMBURSEMENT OF COUNCIL MEMBER WIZARD'S TRAVEL EXPENSES FOR HIS ATTENDANCE AT THE LEAGUE OF CALIFORNIA CITIES PUBLIC SAFETY POLICY COMMITTEE MEETINGS

RECOMMENDATION: Authorize the reimbursement of Council Member Wizard's travel expenses for his attendance at the League of California Cities Public Safety Policy Committee Meetings.

E. APPROPRIATE FUNDS FROM MEASURE X AND GENERAL FUND TO THE BICYCLE SAFE GRATE PROJECT AND AWARD A CONTRACT TO PHOENIX IRON WORKS/SOUTH BAY FOUNDRY FOR THE FABRICATION OF STORM DRAIN GRATES FOR AN AMOUNT NOT TO EXCEED OF \$387,838

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to consider appropriating \$427,000 from Measure X and General Fund Street Maintenance account to fund the Bicycle Safe Storm Drain Grate Project and award a contract to Phoenix Iron Works/South Bay Foundry to fabricate bicycle safe storm drain grates for an amount not to exceed \$387,838.

9. PUBLIC HEARING

A. PROPOSED TEXT AMENDMENTS TO SEASIDE MUNICIPAL CODE SECTIONS 6.04.165, PERMIT REQUIRED FOR BEES AND 17.52.020 ANIMAL KEEPING. (ROLL CALL VOTE)

RECOMMENDATION: Introduce and approve the first reading of a draft Ordinance to approve proposed text amendments to Seaside Municipal Code (SMC) sections 6.04.165 Permit Required for Bees and 17.52.020 Animal Keeping, subject to the findings and evidence contained therein enacting beekeeping as permitted by-right citywide.

10. BUSINESS ITEMS

A. DISCUSS AND AUTHORIZE STAFF TO NEGOTIATE WITH MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT FOR THE PARK PROPERTY LOCATED AT SONOMA AND CONTRA COSTA

RECOMMENDATION: Authorize staff to negotiate with MPUSD for their surplus property located at the corner of Sonoma and Contra Costa for rehabilitation as public park.

B. RECEIVE REPORT ON THE CURRENT APPLICATIONS, DISCUSS AND APPROVE SELECTION AND VOTING PROCESSES FOR THE COUNCIL MEMBER VACANCY

RECOMMENDATION: That the City Council receive a report on the total number of applications received by the January 2, 2019 deadline, discuss and approve a public selection and voting process for the Council Member vacancy.

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

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

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 15, 2019
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, December 20, 2018
7:00 PM

1. **CALL TO ORDER**

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

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

PRESENT: Campbell, Oglesby, Pacheco, Wizard

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Kenneth Murray gave the invocation. Council Member Campbell led the Pledge of Allegiance.

4. **REVIEW OF AGENDA**

City Manager Malin requested that business item 9A be pulled and rescheduled to the meeting in January.

5. **PUBLIC COMMENT**

- Helen Rucker - represented Ms. Alice Jordan, start process of informing people about the Martin Luther King March and program, will be held on January 21st, further information will be coming. Also represented Ruthie Watts, in process of setting up high school forum, will be held on January 19th at Oldemeyer Center. Students who want to apply for scholarships will learn about the process and meet the people who will be giving out the scholarships.
- Kay Cline - Thanked the Mayor for distributing the committee assignments among the whole council. Grateful for the institutional knowledge the Mayor, Council Member Pacheco and Council Member Campbell carry on as they have been on the Council and involved in our City for a number of years. Prior to the election she read that the Mayor and Council Member Wizard were participating with the Peninsula wide group of officials looking for solutions to homelessness; adding that this is a big problem in our County and in our City - helpful that both have been proactive on affordable housing issues. Appreciates that the vacancy on Council will be filled by application and appointment, hopes they will give special consideration to female applicants.
- Carlos Ramos - is proud to address new Mayor. Welcomed him as Mayor, is proud and looks forward to supporting him and working with him.

6. **PUBLIC AGENCY COMMUNICATIONS**

- Mr. Alvin Edwards, Director of Monterey Peninsula Water Management District, invited the public to the various meetings that the MPWMD will be conducting regarding the feasibility study on Measure J throughout the Peninsula; stated they

are looking for public input/participation.

7. **PRESENTATIONS**

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

Presentation was made by committee member Olis to property owners. Mr. Olis stated that one of the tasks of the Neighborhood Improvement Commission is to select the “House of the Month” and that a wide variety of criteria is used to make their selection. Mr. Bradley Jones, property owner, accepted the plaque and gift card.

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

City Manager Malin spoke to the December 14, 2018 FORA Board meeting. Mr. Malin mentioned that as most people are aware, the Fort Ord Reuse Authority is statutory scheduled to “sunset” on June 30, 2020. As part of that statute, FORA Board has to submit a transition plan to LAFCO this month. Fort Ord Reuse Authority has been working on this for several months/years. FORA met last week and on December 19th, the Board considered various resolutions and adopted one of the resolutions. The FORA staff transition plan resolution was approved and forwarded to LAFCO. Mr. Malin asked Council for direction.

Council Member Campbell thanked Mr. Malin for the report. His directions to staff to come back with a resolution for the Council were clear that the City stands in FORA “sun-setting” as scheduled in 2020. Seaside should be in control of its future. Asks Council to join with him in giving staff direction for a resolution in support of the sunset of FORA in 2020 as legislated by the state. No support was offered. Staff received no further direction.

8. **CONSENT CALENDAR**

Mayor Oglesby invited comments from the public and the Council on the Consent Agenda. Items C, H and I were pulled for discussion.

On motion by Council Member Jon Wizard and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the Consent Agenda was approved as presented with the exceptions of items C, H and I.

RESULT:	Approved
AYES:	Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard
NOES:	None

A. **APPROVE MINUTES OF NOVEMBER 15, DECEMBER 6 AND DECEMBER 12, 2018**

Action: Approved

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

Action: Approved

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

Council Member Wizard was under the impression that the agreement with the developer of the Campus Town project, KB Bakewell, and questioned if the City would be reimbursed for the expenses to the design firm Torti Gallas and is curious to know if it pertains to a check for \$49,725.76.

Mr. Overmeyer, Economic Development Director informed the Council that we have Torti Gallas working on several projects for us; the Campus Town project, Main Gate as well as part of the General Plan. That invoice had something from all three. Items that are Campus Town and Main Gate will be reimbursed and the others are part of the contract for the General Plan Update.

On motion by Council Member Jon Wizard and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council the checks as presented.

RESULT: **Approved**

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard

NOES: None

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

Action: Approved

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

Action: Approved

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

Action: Authorized

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

Action: Approved

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

Council Member Campbell questioned why it is on the agenda now since there is no reimbursement to Council without any Council approval. Request that item is denied or tabled until report from audit is available.

Mayor Pro Tem Pacheco spoke on how the item was placed on the agenda and how he has a different perspective in regards to this item. He requested item to be on agenda because he doesn't believe it is moving the City in a progressive/proactive way.

Council Member Wizard supported tabling it.

City Attorney Freeman mentioned that we are in the process of completing a forensic audit and part of the audit is in regard to the use of this expense policy. Mr. Freeman recommends that the Council doesn't authorize any family care act at the present time. He spoke on the childcare that is already provided for the people who would like to attend meetings. Would like to wait until auditors complete the forensic audit and see what recommendations they might have.

Mayor Oglesby invited comments from the public.

- Ms. Helen Rucker - Can it be used at all? It should be taken off the books until a time that it can be modified so that people cannot take advantage of it.
- Kay Cline - Agrees with Ms. Rucker. Wait until the audit is done.

On motion by Council Member Jon Wizard and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council suspend the modification to the expense and public use of resources policy until after the forensic audit is completed.

RESULT: **Tabled**

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard

NOES: None

I. APPROVE AMENDED AND RESTATED CITY ATTORNEY EMPLOYMENT AGREEMENT

City Attorney Freeman spoke on item. Mentioned that has worked for the City for almost 30 years. Last contract was for one year and prior to that had been working for the City for 9-10 years at the same rate. In 2008 his salary was reduced and did not increase it again since then until last year. Is asking to go from \$12,000 a month to \$16,000 a month approximately a 30% increase, but below the market for attorneys in this business. New contract from November 1, 2018 to November 1, 2019.

Mayor Oglesby invited comments from the Council.

Council member Campbell needed clarification on the length of contract and compensation.

Mr. Freeman answered question.

Mayor Oglesby invited comments from the public.

- Mr. Roelof Wijbrandus asked City Attorney to give a quick overview of what he does in a month for \$16,000.
- Pastor Kenneth Murray, great discussion. Mr. Freeman does an outstanding job, recommends that the City adjust the salary and give him \$16,000; he is well worth it and beyond.
- Kay Cline, asked Mr. Freeman if he considers himself to be full-time or part-time for the City.
- Carlos Ramos, there is a reason why this City Attorney has been here that long. Thanked Mr. Freeman for all those years of work. Supports approval of request.

Mr. Freeman answered questions and spoke on what he does.

Mayor Oglesby spoke on how well of a job Mr. Freeman does even though he doesn't always agree with his recommendations. He appreciates what he does and the institutional knowledge cannot be replaced. Mr. Freeman keeps the Council from many court cases. It is worth the cost. We are not paying him what he is worth.

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 amended and restated City Attorney employment agreement.

RESULT: **Approved**

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard

NOES: None

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.

Action: Approved

9. BUSINESS ITEMS

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

This item was continued to a future meeting.

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

City Manager Malin wished everyone a Merry Christmas and a Happy New Year.

City Attorney Freeman thanked Council and also wished everyone a Merry Christmas and a Happy New Year.

Council member Wizard requested that on January 3rd a discussion can be agendized in regards to the process of appointing the new Council person; how will it work and how will they work through that process. He spoke to the different meetings and events he attended.

Mayor Oglesby asked Council member Wizard to specify what he is requesting for the meeting on the 3rd that way staff is ready with presentation.

Council member Wizard spoke on concern with the Council not able to make a decision because they do not know how many people will be applying, but once they have the number of applicants a more specific and directed process can be in place. Is requesting information from staff that will create a frame work for a better discussion of what exactly will be done specifically after the second round because he is anticipating at least three.

Council member Campbell thanked the Neighborhood Improvement Commission for the emails that were going around. Agrees with Council member Wizard and it is necessary for

Council to know exactly what they will be doing and expects directions to be written out for them to make it clear and fair to all applicants. Need a start to finish process in front of them. Wished a Merry Christmas and Happy New Year to everyone.

Mayor Pro Tem Pacheco requested clarification on the discussion of the appointment process. Agrees that a plan in writing should be in place. Spoke to the different events and meetings he attended. Thanked Jasmine Dolan and the Recreation Department and staff. Wished everyone a Merry Christmas.

Mayor Oglesby spoke to the Boards and Commission interviews he and Mayor Pro Tem Pacheco conducted. He thanked all those who applied, those who interviewed and those that are willing to serve. Might need to increase the membership of some commissions. Spoke on the different events and meetings he attended. Thanked the Fire Department for the Christmas Party, Recreation for the Senior Christmas Luncheon, staff for the Public Works Christmas Party and Public Works for the work they do. Spoke on the Homeless encampment near the entrance to Seaside and is working on a resolution. Wished everyone a Merry Christmas, thanked staff for all they do, City Manager and City Attorney for keeping the City moving. Wished everyone a Happy New Year.

11. ADJOURNMENT

On motion, the meeting was adjourned at 8:12 PM.

Respectfully submitted,

Rosa Salcedo, Acting 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: January 3, 2019

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 8, 2018 through December 21, 2018 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of December 20, 2018. Total Accounts Payable and Payroll for the above referenced period is \$1,138,182.42.

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:

- \$ for Payroll and benefits.
-

The remaining checks, totaling \$ 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:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director

DATE: January 3, 2019

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM DELTA SIGMA
THETA SORORITY FOR USE OF OLDEMAYER CENTER FOR TWO
COMMUNITY EVENTS IN 2019**

PURPOSE & RECOMMENDATION

To waive all room rental fees totaling \$2,474.75 for two events, require the organization to provide the City with the non-refundable portion of the maintenance deposit: \$147.81 per event to total \$295.62 and provide insurance coverage for both events.

BACKGROUND

The Monterey Peninsula Alumnae Chapter for Delta Sigma Theta Sorority, Inc. is proposing to hold two annual community events to include the Ms. Jabberwock event and the Health Conference in 2019. They are requesting fee waivers for both events. The purpose of the Ms. Jabberwock event is to act as a fundraiser for youth scholarships. The Health Conference (formerly known as Health Empowerment Conference) is geared towards men and women. The Health Conference is an informative event which will cover health issues and preventable health measures according to their Fee Waiver Request.

Both of these events have been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization provide the non-refundable portion of the maintenance deposit and provide insurance coverage for both events. Those fees are deposited to the janitorial and maintenance fund to pay for the costs associated with the upkeep and maintenance of the facility.

FISCAL IMPACT

Should the City Council approve the request for full fee waivers for both events, the approximate fiscal impact is as follows:

Meeting Date: January 3, 2019

Laguna Grande Hall Rental Fee	21 Hours @ \$105.75	\$2,220.75
Meeting Room Fee	\$31.75 X 8	\$ 254.00
Non-Refundable Deposit	2 @ \$147.81	\$ 295.62
TOTAL		\$2,770.37

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$2,474.75.

ATTACHMENTS

1. Delta Sigma Theta Sorority Fee Waiver Request for Health Conference 2019
 2. Delta Sigma Theta Sorority Fee Waiver Request for Jabberwock 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Monterey Peninsula Alumnae Chapter

Name of Applicant Lucille V. Standifer Organization Delta Sigma Theta Sorority, Inc.
Address P.O. Box 1154 Seaside CA 93955
Street City State Zip

Home Phone 831-344-8480 Cell Phone 831-809-6062 Email Address lv5747@pacbell.net

CONTACT CHAIR: Dr. Bettye L. Lucic 831-238-2125

Room(s) Requested Laguna Grande Hall, Kitchen, Dance Studio, ^{horse} Seahawk and Seaside Rooms

Day(s) and Date(s) Requested Saturday March 2, 2019

Hours Requested (include set-up time) 8:00 am - 3:00 pm Estimated Attendance 100

Description of Event Health Conference 2019

Special Instructions or Equipment to Be Brought In Use of microphones with speakers, Screen for PROJECTOR that we will bring

Reason for Requesting Fee Waiver

We are a non-profit organization and are not able to cover all of the cost of this event. The conference provides education to all community members regarding health issues and honors members of the community for their contributions, impact, and longevity.

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

If so, what was the date of your event? March 8, 2018

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 85%

What is your organization's tax identification number? 94-245-1757

Is organization able to provide liability insurance? YES

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

Applicant Signature Lucille V. Standifer Date 11-14-2018

FOR OFFICE USE ONLY

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



Delta Sigma Theta Sorority Inc.
Monterey Peninsula Alumnae Chapter
P.O. Box 1154
Seaside, Ca. 93955

November 14, 2018

Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

To: The Honorable Seaside City Mayor & Seaside City Council,

Delta Sigma Theta Sorority, Inc. is a private, non-profit organization whose purpose is to provide assistance and support through established programs in local communities throughout the world. The sorority's major programs are based upon the organization's Five Point Programmatic Thrust: Economic Development, Educational Development, International Awareness and Involvement, Physical and Mental Health, Political Awareness and Involvement.

For the last seven years, we have hosted the Health Conference with your help as a co-sponsor and waiving the facility fees. This year's conference is geared towards providing education to community members regarding health issues, and honoring members of the community for their contributions, impact and longevity. This is a free event to the public. We have scheduled this event to take place on Saturday, March 2, 2019 from 10:00 a.m.-1:00 p.m. Each year the conference continues to be a success, enjoyable, and informative event to all who attend. Each year attendees and presenters from all over the Monterey Peninsula have expressed an overwhelming desire to continue to take part in this event. Due to the enthusiasm from the attendees who expressed to hear more about health issues and preventable health measures we are hoping to continue this event in 2018. Thus, we are again requesting that the City of Seaside co-sponsor this event and waive the facility fees.

We thank you for your continued support for our organization and events that we have here in Seaside.

Thank you,

Lori Medina, President
831-917-6152



PERMIT TO USE LAGUNA GRANDE HALL

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

Monterey Peninsula Alumnae
Chapter of
Delta Sigma Theta Sorority, Inc

Name of Applicant Lucille V. Standifer Organization Delta Sigma Theta Sorority, Inc

Address P.O. Box 1154 Seaside CA 93955

Home Phone (831) 384-8480 Cell Phone (831) 809-6062 Email Address lv5747@puccbell.net

* CONTACT Chair: Dr. Bettye L. Lusk 831-238-2125

Day(s) and Date(s) Requested Saturday, March 2, 2019

Hours Requested (include set-up time) 8:00 am - 3:00 pm Estimated Attendance 100

Description of Event Health Conference 2019

Special Instructions or equipment requested Use of microphones with speaker
Set up for a PROJECTOR that we have

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

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

	YES	NO		YES	NO
Is event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☐	☒	Will refreshments sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☐	☒	Will alcohol be served?*	☐	☒
Live music or DJ?			Will alcohol be sold?*	☐	☒

Name, of DJ or band: _____

*** Alcohol is prohibited at youth oriented events.**

DJ or band phone number and address: _____

Work Phone

Cell Phone

Street

City

State

Zip

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

- ☒ Full payment of all applicable fees ☐ Copy of event security contract by licensed company (if applicable)
☐ Proof of liability insurance ☐ Copy of ABC license (if applicable)

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

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

Applicant Signature Lucille V. Standifer Date 11-14-2018

FOR OFFICE USE ONLY

Deposit: _____
Hourly Fees: _____
Insurance: _____
Alcohol Deposit: _____
Total Fees: _____

Amount Paid: _____
Date: _____
Balance Due: _____
Balance Due Date: _____

Staff Approval: _____
Notes: _____

NOTE: Asking The City of Seaside to Co-Sponsor and requesting Fee Waiver will need 2 rooms for Break-out sessions Requesting use of the Kitchen and Dance Studio

Revised 8/13/2018



City of Seaside

FEE WAIVER REQUEST

Name of Applicant Lucille V. Standerfer Organization Monterey Peninsula Alumnae Chapter / Delta Sigma Theta Sorority, Inc.
Address P.O. Box 1154 Seaside CA 93955
Street City State Zip

Home Phone 831-394-8480 Cell Phone 831-809-6062 Email Address lv5747@prebell.net
CONTACT CHAIR: Dr. Bettye L. Lwilk 831-238-2125

Room(s) Requested Laguna Grande Hall, Kitchen, Dance studio, Seahorse and Seaside Rooms

Day(s) and Date(s) Requested Saturday, April 27, 2019
Set up 8:00 am - 12:00 noon

Hours Requested (include set-up time) EVENT: 5:30 pm - 10 pm Estimated Attendance 125

Description of Event Jabberwock Pageant and Youth Talent Presentations

Special Instructions or Equipment to Be Brought In Use of microphone with speakers
Screen for projector that we bring

Reason for Requesting Fee Waiver

We are a non-profit organization and are not able to cover all of the cost of this event. The event is open to the community and present local community youth.

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

If so, what was the date of your event? April 28, 2018

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 85%

What is your organization's tax identification number? 94-245-1757

Is organization able to provide liability insurance? yes

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

Applicant Signature Lucille V. Standerfer Date _____

FOR OFFICE USE ONLY

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



Delta Sigma Theta Sorority Inc.
Monterey Peninsula Alumnae Chapter
P.O. Box 1154
Seaside, Ca. 93955

November 14, 2018

Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

To: The Honorable Seaside City Mayor & Seaside City Council,

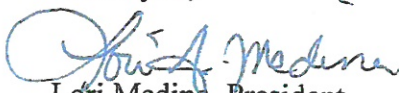
Delta Sigma Theta Sorority, Inc. is a private, non-profit organization whose purpose is to provide assistance and support through established programs in local communities throughout the world. The sorority's major programs are based upon the organization's Five Point Programmatic Thrust: Economic Development, Educational Development, International Awareness and Involvement, Physical and Mental Health, Political Awareness and Involvement.

Each year the sorority hosts its annual Jabberwock, Youth on Parade. We are going to host our next Jabberwock, Youth on Parade on Saturday, April 27, 2019. The Jabberwock is our major fundraiser for our chapter and it continues to be a successful event. The Jabberwock highlights young ladies from the ages of 5-18 years old and the Youth on Parade showcases local talent under the age of 18. The proceeds that are raised for the Jabberwock event will enable us to continue awarding college scholarships to local high school seniors, provide funds to support projects for the Boys and Girls Club, books for the Mae C. Johnson Library located at King Middle School, sponsor a student at the Seaside Summer camp, and help fund the Delta Academy and Delta G.E.M.S. enrichment programs for middle and high school girls.

Once more we ask that the City of Seaside co-sponsor our event and waive the facility fees, as well as the cleaning fees.

We thank you for your continued support for our organization and events that we have here in Seaside.

Thank you,


Lori Medina, President
831-917-6152



PERMIT TO USE LAGUNA GRANDE HALL

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

Monterey Peninsula Alumnae Chapter

Name of Applicant Lucille V. Standifer Organization Delta Sigma Theta Sorority, Inc.

Address P.O. Box 1154 Seaside CA 93955
Street City State Zip

Home Phone 831 394-8480 Cell Phone 831 809-6062 Email Address lv5747@pacbell.net

CONTACT CHAIR: Donnette L. Lusk 831-238-2125

Day(s) and Date(s) Requested Saturday, April 27, 2019

Reservations 8a-10p SET UP 8:00am-12:00 NOON

Hours Requested (include set-up time) EVENT 5:30pm-10pm Estimated Attendance 125

Description of Event Tubbercock Pageant and Youth Talent 2019

Special Instructions or equipment requested Use of microphone with speakers
Set up for a projector that we have

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

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

	YES	NO		YES	NO
Is event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☐	☒	Will refreshments sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?*	☐	☒
Live music or DJ?	☒	☐	Will alcohol be sold?*	☐	☒

Name, of DJ or band: will perform like a Talent show * Alcohol is prohibited at youth oriented events.

DJ or band phone number and address: _____
Work Phone Cell Phone

Street City State Zip

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

- ☒ Full payment of all applicable fees ☐ Copy of event security contract by licensed company (if applicable)
☐ Proof of liability insurance ☐ Copy of ABC license (if applicable)

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

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

Applicant Signature Lucille V. Standifer Date 11-14-2018

FOR OFFICE USE ONLY

Deposit: _____
Hourly Fees: _____
Insurance: _____
Alcohol Deposit: _____
Total Fees: _____

Amount Paid: _____
Date: _____
Balance Due: _____
Balance Due Date: _____

Staff Approval: _____
Notes: _____

NOTE: Asking the City of Seaside to Co-Sponsor and requesting Fee waiver
Requesting use of kitchen and dance studio
Need two additional rooms

Revised 8/13/2018



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: January 3, 2019

**SUBJECT: AUTHORIZE THE REIMBURSEMENT OF COUNCIL MEMBER
WIZARD'S TRAVEL EXPENSES FOR HIS ATTENDANCE AT THE
LEAGUE OF CALIFORNIA CITIES PUBLIC SAFETY POLICY
COMMITTEE MEETINGS**

PURPOSE & RECOMMENDATION

Authorize the reimbursement of Council Member Wizard's travel expenses for his attendance at the League of California Cities Public Safety Policy Committee Meetings.

BACKGROUND

Council Member Wizard was appointed to the Public Safety Policy Committee of the League of California Cities. Meetings are held in Sacramento from 10:00 a.m. to 3:00 p.m. on January 17, March 28, and June 13, 2019 (Schedule attached).

FISCAL IMPACT

Each Council Member has an annual travel expenditure budget of \$1,500. Council Member Wizard's hotel, travel, and other allowable costs as listed in the Expense and Use of Public Resources Policy will not exceed the current allocated budget.

ATTACHMENTS

1. Policy Committee Schedule

Reviewed for Submission to the
City Council by:

Meeting Date: January 3, 2019



Craig Malin, City Manager



2019 POLICY COMMITTEE SCHEDULE

Meetings begin at 10:00 a.m. and end by 3:00 p.m.

January 17 & 18

Sacramento Convention Center, 1400 J Street, Sacramento
*Committee meeting at League Office, 1400 K Street, Sacramento

Thursday, January 17

Environmental Quality ¹
Housing, Community & Economic Dev.
Public Safety

Friday, January 18

*Community Services
Governance, Transparency & Labor
Revenue and Taxation
Transp., Comm. & Public Works

March 28 & 29

Hilton Orange County/Costa Mesa
3050 Bristol Street, Costa Mesa, California

Thursday, March 28

Environmental Quality
Housing, Community & Economic Dev.
Public Safety

Friday, March 29

*Community Services
Governance, Transparency & Labor
Revenue and Taxation
Transp., Comm. & Public Works

June 13 & 14

Sacramento Convention Center, 1400 J Street, Sacramento 95814
*Committee meeting at League Office, 1400 K Street, Sacramento 95814

Thursday, June 13

Environmental Quality
Housing, Community & Economic Dev.
Public Safety

Friday, June 14

*Community Services
Governance, Transparency & Labor
Revenue and Taxation
Transp., Comm. & Public Works

Deadline for Submitting Annual Conference Resolutions

Midnight on Saturday, August 17, 2019 – E-mail, regular mail, or fax

ANNUAL CONFERENCE

October 16 – 18, 2019, Long Beach, California

NOTE: Policy committee members should be aware that lunch is usually served at these meetings. The state's Fair Political Practices Commission takes the position that the value of the lunch should be reported on city officials' statement of economic interests form. Because of the service you provide at these meetings, the League takes the position that the value of the lunch should be reported as income (in return for your service to the committee) as opposed to a gift (note that this is not income for state or federal income tax purposes—just Political Reform Act reporting purposes). The League has been persistent, but unsuccessful, in attempting to change the FPPC's mind about this interpretation. As such, we feel we need to let you know about the issue so you can determine your course of action.

If you would prefer not to have to report the value of the lunches as income, we will let you know the amount so you can reimburse the League. The lunches tend to run in the \$30 to \$45 range.

¹ Due to heavy attendance over the last two years at the League's Environmental Quality Committee, the members of the committee have repeatedly raised concerns that the League's conference room is unable to adequately accommodate the committee. For those reasons, we have switched this committee to Thursday so it can meet at the convention center in a larger space.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: January 3, 2019

**SUBJECT: APPROPRIATE FUNDS FROM MEASURE X AND GENERAL FUND
TO THE BICYCLE SAFE GRATE PROJECT AND AWARD A
CONTRACT TO PHOENIX IRON WORKS/SOUTH BAY FOUNDRY
FOR THE FABRICATION OF STORM DRAIN GRATES FOR AN
AMOUNT NOT TO EXCEED OF \$387,838**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to consider appropriating \$427,000 from Measure X and General Fund Street Maintenance account to fund the Bicycle Safe Storm Drain Grate Project and award a contract to Phoenix Iron Works/South Bay Foundry to fabricate bicycle safe storm drain grates for an amount not to exceed \$387,838.

BACKGROUND

The City's storm drain system was installed over many decades, resulting in an unknown number of different makes and sizes of drain inlets. In order to address potential liabilities, the city adopted a Performance Improvement Plan (PIP) on September 3, 2015. One of the projects listed in the PIP included replacing storm drain grates that pose a hazard to bicycle traffic with new grates that meet California Department of Transportation specifications. The City contracted with the Wallace Group (Wallace) to conduct an inventory and assessment of storm drain inlets within the city limits. The survey identified 368 grates that require replacement or upgrade to make them bicycle safe.

City staff evaluated different upgrade options and determined fabricating custom grates as the most cost effective solution. The City issued a Request for Bid (RFB) to fabricate custom grates on September 10, 2018. A public bid opening was held on October 11, 2018. Two bidders, Monterey Peninsula Engineering and Phoenix Iron Works/South Bay Foundry responded. The bid results are shown in the following table.

Table 1. Bid Results

Bidder	Bid
Monterey Peninsula Engineering	\$544,015
Phoenix Iron Works/South Bay Foundry	\$387,838

Proposal Analysis

As described within the RFB, qualified bidders are to demonstrate the capability of fabricating grates that meet Caltrans specifications within the last three years and warranty the product for five (5) years.

Phoenix Iron Works (PIW) submitted a Bid Form and Bidder Information Sheet, and has supplied replacement grates to the cities of such as Pleasant Hill and Fremont. A check of references provided by PIW demonstrates their capability to fabricate and deliver custom grates. Based upon an evaluation of the bid documents received, Phoenix Iron Works/South Bay Foundry is considered the lowest responsive bidder.

The funding source for this project is Measure X in the amount of \$303,319 and General Fund Streets Maintenance (210) in the amount of \$123,681 for a total project budget of \$427,000.

It is recommended that the City Council adopt a resolution to appropriate funds from Measure X and General Fund Street Maintenance to the Bicycle Safe Storm Drain Grates Project and award a contract to Phoenix Iron Works/South Bay Foundry for an amount not to exceed Three Hundred Eighty Seven Thousand Eight Hundred Thirty Eight Dollars (\$387,838) to fabricate replacement storm drain grates.

NEXT STEPS

Upon award of a contract to fabricate grates, staff will issue an RFB to solicit a contractor to install the grates. It is anticipated the project will be implemented over an approximate 24 month period.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301 (c) "Existing Facilities" the following actions are categorically exempt; "Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)."

Evidence

The proposed project consists of fabrication of bicycle safe storm drain grates to replace deficient storm drain grates which is considered maintenance and will not increase the use, therefore the project is categorically exempt.

FISCAL IMPACT

A contingency of 10% is appropriate, resulting in a project budget of \$427,000 funded by Measure X and General Fund Street Maintenance as shown below:

Account	Amount
Measure X	\$303,319
General Fund Street Maintenance (210)	\$123,681
Total	\$427,000

ATTACHMENTS

1. Resolution
 2. Contract
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

APPROPRIATING FUNDS FROM MEASURE X AND GENERAL FUND STREET MAINTENANCE ACCOUNT FOR THE BICYCLE SAFE STORM DRAIN GRATE PROJECT AND AWARD A CONTRACT TO PHOENIX IRON WORKS FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED THIRTY EIGHT DOLLARS (\$387,838) TO FABRICATE BICYCLE SAFE STORM DRAIN GRATES

WHEREAS, on September 3, 2015, at the request of Cal-JPIA, the City Council adopted a Performance Improvement Plan (PIP) to address potential liabilities that could adversely impact the City's insurance pool;

WHEREAS, the PIP included a safety enhancement project to retrofit storm drain grates to make them bicycle safe; and

WHEREAS, City staff evaluated different upgrade options and determined fabricating custom grates as the most cost effective solution; and

WHEREAS, a project was put out to bid to fabricate bicycle-safe grates and on October 11, 2018 two bids were received;

WHEREAS, based upon the review of the bid documents, Phoenix Iron Works/South Bay Foundry was the lowest responsive responsible bidder and have completed similar fabrication projects; and

WHEREAS, the project is funded through Measure X and General Fund Street Maintenance for a total amount of \$427,000; and

WHEREAS, in accordance with Title 14, California Code of Regulations 15301 "Existing Facilities", the proposed project is categorically exempt from the California Environmental Quality Act as it is a maintenance activity and will not increase use.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Seaside appropriate \$303,319 from Measure X Funds and \$123,681 from the General Fund Street Maintenance for the Bicycle Safe Storm Drain Grates Project for a total cost of \$427,000 which includes 10% project contingency and;

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a contract to Phoenix Iron Works for an amount not to exceed Three Hundred Eighty Seven Thousand Eight Hundred Thirty Eight Dollars (\$387,838) to fabricate bicycle safe storm drain grates and authorize the City Manager to execute an additional 10% contingency for written amendments such that the full value of the contract may not exceed Four Hundred Twenty Seven Thousand Dollars (\$427,000).

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 3rd day of January, 2019 by the following vote:

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

Ian Oglesby, Mayor

ATTEST: _____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
AGREEMENT FOR VENDOR SERVICES
STORM DRAIN GRATE UPGRADES-FABRICATION

THIS AGREEMENT FOR VENDOR SERVICES is made and effective as of January, 2019, between the CITY of Seaside, a municipal corporation ("CITY") and Phoenix Iron Works/South Bay Foundry, a corporation, ("VENDOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

(a) This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 31, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) VENDOR shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. VENDOR shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by VENDOR.

3. PERFORMANCE

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

(b) VENDOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. VENDOR further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The VENDOR shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

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

(e) VENDOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither VENDOR nor any person acting on VENDORs behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. VENDOR further agrees to comply with all laws with respect to employment when performing this Agreement.

(f) VENDOR declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the CITY of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the CITY of Seaside will receive compensation, directly or indirectly, from VENDOR, or from any officer, employee or agent of VENDOR, 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 CITY to any and all remedies at law or in equity.

5. COMPONENT PARTS OF THE CONTRACT

(a) VENDOR is bound by the contents of the Special Provisions and Technical Specifications, Exhibit A hereto and incorporated herein by this reference

6. CITY MANAGEMENT

(a) Public Works Director/CITY Engineer shall represent CITY in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by VENDOR, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to VENDOR. The CITY Manager shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change VENDOR's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) CITY agrees to pay VENDOR upon receipt of a written invoice detailing quantity of storm drain grates delivered, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "A", 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 Three Hundred Eighty Seven Thousand Eight Hundred Thirty Eight Dollars (\$387,838), which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) If the CITY disputes any of VENDOR's fees it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(c) The CITY of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed with the CITY.

8. INSPECTION

(a) CITY shall at all times have the right to inspect the work and materials. VENDOR shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work and all parts thereof. Such inspection shall not relieve VENDOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the VENDOR at least ten (10) days prior written notice. Upon receipt of said notice, the VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the CITY 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 CITY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the Agreement pursuant to this Section, the VENDOR will submit an invoice to the CITY pursuant to Section 7.

10. DEFAULT OF VENDOR

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

(b) If the CITY Manager or his/her delegate determines that VENDOR is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon VENDOR a written notice of the default. VENDOR 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 VENDOR fails to cure its default within such period of time, CITY 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.

11. OWNERSHIP OF DOCUMENTS

(a) VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this Agreement. VENDOR 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. VENDOR shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records at 440 Harcourt Avenue, Seaside; shall

permit CITY to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the CITY of Seaside CITY Hall for a minimum period of three (3) years after receipt of final payment.

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

12. INDEMNIFICATION

(a) VENDOR shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this agreement or out of the operations conducted by VENDOR, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this agreement the VENDOR shall provide a defense to the CITY indemnitees or at the CITY's option reimburse the CITY indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

(b) In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, VENDOR shall defend the CITY at VENDOR's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by VENDOR's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between VENDOR and CITY, as to whether liability arises from the sole or active negligence of the CITY or its officers, employees, or agents, VENDOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely or actively negligent. VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

13. WARRANTIES

(a) VENDOR agrees that it will warrant all work performed and material supplied hereunder for a period of 5 years. VENDOR shall immediately correct all defective workmanship discovered within 5 years after acceptance of final payment by it and shall indemnify and defend CITY against all loss and damage occasioned by any such defect, discovered within said warranty period, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of CITY's rights or any statute of limitations.

(b) Warranty does include theft of material supplied that has been received by the CITY.

14. INSURANCE

(a) VENDOR 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.

15. INDEPENDENT CONTRACTOR

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

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

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

16. NOT USED

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

(a) No member, officer, or employee of CITY, 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.

18. CONFLICT OF INTEREST

(a) VENDOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

(b) VENDOR covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. VENDOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. VENDOR further covenants that VENDOR has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area and further covenants and agrees that VENDOR and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this Agreement.

(c) If CITY determines VENDOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) VENDOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing VENDOR's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

(a) The waiver by CITY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

(b) Time is of the essence in carrying out the duties hereunder. All work shall commence ten (10) calendar days after receiving a written Notice to Proceed from the CITY or Project Manager, if a Project Manager is employed by CITY on the Project. VENDOR shall refer to the, Revised Special Provisions and Technical Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The entire Project shall be completed by July 31, 2021.

(c) If at any time VENDOR believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, VENDOR shall immediately give written notice stating the cause of the delay to CITY. Deliveries must be prepaid. CITY will not accept COD shipments.

(d) VENDOR must notify CITY's representative at least 7 calendar days before starting any field work under this Contract. Failure to so notify is cause for revocation of Contract. Should VENDOR fail to commence the work or project for which this Contract was issued within 30 days from the date of issuance of a Notice To Proceed or fail to actively and diligently exercise the privileges of this Contract, the Contract becomes null and void.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by VENDOR in performance of this Agreement shall be considered confidential and shall not be released by VENDOR without CITY's prior written authorization. VENDOR, its officers, employees, agents, or sub-VENDORS, shall not without written authorization from the CITY Manager or unless requested by the CITY Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a

subpoena or court order shall not be considered "voluntary" provided VENDOR gives CITY notice of such court order or subpoena.

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

21. NOTICES

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

CITY:
440 Harcourt Avenue
Seaside, CA 9955
Attention: CITY Clerk

VENDOR
Phoenix Iron Works/South Bay Foundry
P.O Box 24123
Oakland, CA 94623
Attention: Scott Wiber

22. THIRD PARTY BENEFICIARIES

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

23. ASSIGNMENT

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

24. GOVERNING LAW

(a) CITY and VENDOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the CITY. VENDOR agrees not to

commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

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

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. ENTIRE AGREEMENT

(a) 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.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between CITY and VENDOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither CITY nor VENDOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

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

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

CITY OF SEASIDE

PHOENIX IRON WORKS/SOUTH BAY FOUNDRY

By: _____
Craig Malin, CITY Manager

By: _____
Scott Wiberg, President

Date: _____

Date: 12/13/18

Attachments:

- Exhibit A Special Provisions & Technical Specifications
- Exhibit B Insurance Requirements

EXHIBIT A
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

The Special Provisions and Technical Specifications are comprised of:

1. Special Provisions
2. Table of Grates by Type
3. Storm Drain Grate Location Map
4. 2015 Caltrans Standard Specifications 75-2.02b and Caltrans Standard Plan D77B

EXHIBIT A
SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS
STORM DRAIN GRATE UPGRADE – FABRICATION
SEPTEMBER 10, 2018 - REVISED

1. SCOPE OF WORK

The City of Seaside has 369 existing storm grates that do not meet Caltrans standards for bicycle safety. The purpose of this project is to replace the storm grates within the existing frame structure with new storm grates that meet the design intent of the Caltrans Standard Plan D77B. The scope of the work for this contract will consist of all labor, material, equipment and services necessary to complete the following work:

- a. Field measurement of storm grates.
- b. Storm Drain Grate Identification & Tracking System.
- c. Design and fabrication of new storm grates that fit into the existing storm drain frame and are in conformance with 2015 Caltrans Standard Specification Section 75-2.02B and Caltrans Standard Plan (D77B) for bicycle safe grates.
- d. Coordination with City, City's design engineer, and contractor who will install storm grates.
- e. Shipment of replacement storm drain grates with proper identification in accordance with the tracking system to allow for easy identification during installation within 6 months of notice to proceed.

The quantities described herein are approximate. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

2. VENDOR QUALIFICATIONS

Vendors shall demonstrate the capability of providing grates that can comply with the following minimum requirements:

- a. Delivery of grates with similar nature and quality requirements during the past three (3) years.
- b. References from two (2) customers of similar projects in the last three (3) years, including contact names and titles.
- c. The grates to be furnished shall be the product of a qualified fabricator that is regularly engaged in the manufacture and supply of this product type.
- d. Provide a warranty on the grates for five (5) years from date of delivery, against all defects in materials and workmanship, limited to repair, replacement of the product, or a substantially similar product, if identical products are not reasonably available.

3. PRODUCT COMPLIANCE AND DEVIATIONS

It shall be the Vendors responsibility to carefully examine each item of the specification. City may consider any product that is equal or superior to the Storm Drain Grate specified. Decisions of equivalency will be at the sole interpretation of the City of Seaside. A blanket statement that the proposed product will meet all requirements will not be sufficient to establish equivalence. Failure of the Vendor to divulge areas of non-compliance may be grounds for rejection of Storm Drain Grates at time of, or within 90 days of delivery.

4. METHOD OF PAYMENT & PROGRESS PAYMENT

The City shall pay upon receipt of a written invoice from Vendor detailing quantity of storm drain grates delivered. Pricing shall be based on the bid schedule below. Contract Price is based on City's actual needs and requirements. Vendor is obligated to fabricate those quantities that City needs and requires, regardless of any estimated quantities provided to the Vendor.

ITEM NO.	ITEM DESCRIPTION**	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
1	FURNISH GRATE – TYPE 2 (Approx 19.5" X 37.5")	EA	216	\$983.25	\$212,382.00
2	FURNISH GRATE – TYPE 3 (Approx 19.5" X 37.5")	EA	41	\$983.25	\$40,313.25
3	FURNISH GRATE – TYPE 5 (Various Sizes)	EA	106	\$1,201.75	\$128,587.25
4	FURNISH GRATE – TYPE 6 (Approx 25.32" DIA)	EA	6	\$1,092.50	\$6,555.00

TABLE OF STORM GRATES BY TYPE

CITY OF SEASIDE
LIST OF GRATE LOCATIONS AND SIZES

	Street	Feature ID Spreadsheet	Type	Grate Lenth(in.)	Grate Width (in.)	Grate Diameter(in.)	Notes	Comment
TYPE 2 GRATES								
1	Elm Ave	B10_02	2	37	19.5	N/A		
2	Noche Buena St	C7_12	2	37	19.5	N/A		
3	La Jolla Ave	C8_29	2	37	19.5	N/A	No Photo	No Photo
4	La Salle Ave	C8_38	2	37	19.5	N/A	attempt to make bike safe	
5	Harding St	C9_65	2	37	19.5	N/A		
6	Skyview Dr	D10_04	2	37	19.5	N/A		
7	Sonoma Ave	D10_12	2	37	19.5	N/A		
8	St Hellena St	D9_11	2	37	19.5	N/A		
9	Marietta St	D9_16	2	37	19.5	N/A		
10	Mescal St	D9_40	2	37	19.5	N/A		
11	Broadway	C9_18	2	37	20	N/A		
12	Yosemite St	D10_16	2	37.25	19.25	N/A		
13	Havana St	D8_19	2	37.25	19.25	N/A		
14	Harcourt Ave	A10_37	2	37.25	19.5	N/A		
15	Broadway Ave	A9_11	2	37.25	19.5	N/A		
16	Hamilton Ave	B10_04	2	37.25	19.5	N/A		
17	Del Monte Blvd and Freemont Blvd	B7_01	2	37.25	19.5	N/A	grate opening varies to 1.2"" Grate length varies from 19.5""	
18	Del Monte Blvd	B8_08	2	37.25	19.5	N/A		
19	Fremont Blvd and La Salle Ave	B8_11	2	37.25	19.5	N/A		
20	Auto Center Ave	B8_14	2	37.25	19.5	N/A		
21	Del Monte Blvd	B9_25	2	37.25	19.5	N/A	grate does not fit frame by .1 feet	
22	Elm Ave	C10_08	2	37.25	19.5	N/A	10 inch diameter catch basin	
23	Kimball Ave	C11_20	2	37.25	19.5	N/A		
24	Military Ave	C7_01	2	37.25	19.5	N/A		
25	Circle Ave	C7_07	2	37.25	19.5	N/A		
26	Ord Grove Ave	C7_16	2	37.25	19.5	N/A		
27	San Pablo Ave	C8_08	2	37.25	19.5	N/A		
28	La Salle Ave	C8_12	2	37.25	19.5	N/A	attempted to make bike safe	
29	Lowell St	C8_13	2	37.25	19.5	N/A	II	
30	Playa Ave	C8_31	2	37.25	19.5	N/A	attempted to make bike safe	
31	Santa Clara Ave	C8_33	2	37.25	19.5	N/A		
32	La Salle Ave	C8_37	2	37.25	19.5	N/A		
33	Waring St	C8_42	2	37.25	19.5	N/A		
34	Soto St	C8_46	2	37.25	19.5	N/A		
35	La Salle Ave	C8_58	2	37.25	19.5	N/A		
36	Noche Buena St	C9_04	2	37.25	19.5	N/A	38" larger depth. Sloped catch basin	
37	Harding St	C9_07	2	37.25	19.5	N/A		
38	Flores St	C9_12	2	37.25	19.5	N/A	lots of cigarettes in basin	
39	Flores St	C9_13	2	37.25	19.5	N/A		
40	Mingo Ave	C9_34	2	37.25	19.5	N/A		
41	Darwin St	C9_35	2	37.25	19.5	N/A		
42	Harding St	C9_39	2	37.25	19.5	N/A		
43	Harding St	C9_50	2	37.25	19.5	N/A		
44	Vallejo St	C9_52	2	37.25	19.5	N/A	attempt to makebike safe	
45	Luzern St	C9_53	2	37.25	19.5	N/A		
46	Soto St	C9_54	2	37.25	19.5	N/A		
47	Luzern St	C9_61	2	37.25	19.5	N/A	attempt to make bike safe	
48	Skyview St	D10_02	2	37.25	19.5	N/A		
49	Sonoma Ave	D10_11	2	37.25	19.5	N/A		
50	Yosemite St and Sonoma Ave	D10_14	2	37.25	19.5	N/A		
51	Yosemite St	D10_15	2	37.25	19.5	N/A		
52	Hibly Ave	D11_06	2	37.25	19.5	N/A		
53	Yerba Buena Ct	D8_06	2	37.25	19.5	N/A		
54	La Salle Ave	D8_14	2	37.25	19.5	N/A		
55	St Hellena St	D9_04	2	37.25	19.5	N/A		
56	Mingo Ave	D9_08	2	37.25	19.5	N/A		
57	Highland St	D9_10	2	37.25	19.5	N/A		
58	Highland St	D9_32	2	37.25	19.5	N/A		
59	Yosemite St	D9_35	2	37.25	19.5	N/A		
60	Yosemite St	D9_36	2	37.25	19.5	N/A		
61	Mendocino St	D9_37	2	37.25	19.5	N/A		
62	Del Monte Blvd	A9_12	2	37.25	19.75	N/A		
63	Ponderosa St	B9_46	2	37.25	19.75	N/A	grate does not fit by .48 facing street	
64	Broadway Ave	B9_49	2	37.25	19.75	N/A		
65	Hamilton Ave	C10_37	2	37.25	19.75	N/A		
66	Hibly Ave and Yosemite St	C11_24	2	37.25	19.75	N/A	0.84"" gap facing street	
67	Plumas Ave	C12_01	2	37.25	19.75	N/A	.96 gap facing street	
68	La Salle Ave	C8_15	2	37.25	19.75	N/A	attempted to make bike safe	

CITY OF SEASIDE
LIST OF GRATE LOCATIONS AND SIZES

	Street	Feature ID Spreadsheet	Type	Grate Lenth(in.)	Grate Width (in.)	Grate Diameter(in.)	Notes	Comment
69	Broadway Ave	C9_51	2	37.25	19.75	N/A		
70	Broadway Ave	D9_22	2	37.25	19.75	N/A		
71	Broadway Ave	D9_25	2	37.25	19.75	N/A		
72	Mira Monte Ave	C8_30	2	37.5	19.25	N/A		
73	Mendocino St	D8_15	2	37.5	19.25	N/A		
74	Juarez St	D8_21	2	37.5	19.25	N/A		
75	Harcourt Ave	A10_27	2	37.5	19.5	N/A		
76	Alley of terrace	B10_07	2	37.5	19.5	N/A	attempted to make bike safe	
77	Hamilton Ave	B10_10	2	37.5	19.5	N/A		
78	Hamilton Ave	B10_17	2	37.5	19.5	N/A		
79	Hamilton Ave	B10_36	2	37.5	19.5	N/A		
80	Terrace St	B10_42	2	37.5	19.5	N/A	surrounded by dirt	
81	Rousch Ave	B11_46	2	37.5	19.5	N/A		
82	Del Monte Blvd	B8_02	2	37.5	19.5	N/A		
83	Auto Center Ave	B8_15	2	37.5	19.5	N/A		
84	Fremont Blvd	B9_03	2	37.5	19.5	N/A		
85	Olympia Ave	B9_08	2	37.5	19.5	N/A		
86	Olympia Ave	B9_33	2	37.5	19.5	N/A		
87	Harding St	C10_04	2	37.5	19.5	N/A		
88	Sonoma Ave	C10_07	2	37.5	19.5	N/A		
89	Waring St	C10_16	2	37.5	19.5	N/A		
90	Waring St	C10_21	2	37.5	19.5	N/A		
91	Flores St	C10_23	2	37.5	19.5	N/A		
92	Luxton St	C10_34	2	37.5	19.5	N/A	7 inches from the edge of the grate to the back of the basin	
93	Lowell St	C10_47	2	37.5	19.5	N/A		
94	Wanda Ave	C10_48	2	37.5	19.5	N/A		
95	Kimball Ave	C11_07	2	37.5	19.5	N/A		
96	Kimball Ave	C11_08	2	37.5	19.5	N/A		
97	Circle Ave	C7_08	2	37.5	19.5	N/A		
98	Luzern St	C8_03	2	37.5	19.5	N/A		
99	La Salle Ave	C8_04	2	37.5	19.5	N/A		
100	Darwin St	C8_05	2	37.5	19.5	N/A		
101	Luzern St	C8_06	2	37.5	19.5	N/A		
102	San Pablo Ave	C8_09	2	37.5	19.5	N/A	left side facing grate from street is larger than right side	
103	San Pablo Ave	C8_18	2	37.5	19.5	N/A		
104	San Pablo Ave	C8_19	2	37.5	19.5	N/A		
105	Flores St	C8_20	2	37.5	19.5	N/A		
106	La Salle Ave	C8_35	2	37.5	19.5	N/A		
107	Darwin St	C8_44	2	37.5	19.5	N/A		
108	WPL	C8_47	2	37.5	19.5	N/A		
109	Kenneth St	C8_48	2	37.5	19.5	N/A		
110	LPL	C8_49	2	37.5	19.5	N/A		
111	LPL	C8_51	2	37.5	19.5	N/A		
112	Kenneth St	C8_52	2	37.5	19.5	N/A		
113	Noche Buena St	C8_54	2	37.5	19.5	N/A		
114	Noche Buena St	C8_55	2	37.5	19.5	N/A	car on top of grate	
115	Luxton St	C8_60	2	37.5	19.5	N/A		
116	Darwin St	C8_61	2	37.5	19.5	N/A		
117	Judson St	C9_14	2	37.5	19.5	N/A		
118	Waring St	C9_15	2	37.5	19.5	N/A		
119	Noche Buena St	C9_26	2	37.5	19.5	N/A		
120	Kenneth St	C9_30	2	37.5	19.5	N/A		
121	Kenneth St	C9_31	2	37.5	19.5	N/A		
122	Mingo Ave	C9_32	2	37.5	19.5	N/A		
123	Mingo Ave	C9_33	2	37.5	19.5	N/A		
124	Luxton St	C9_41	2	37.5	19.5	N/A		
125	Kenneth St	C9_44	2	37.5	19.5	N/A		
126	Lowell St	C9_45	2	37.5	19.5	N/A	car on top of grate	
127	Broadway Ave	C9_46	2	37.5	19.5	N/A		
128	Flores St	C9_49	2	37.5	19.5	N/A		
129	San Lucas St	C9_55	2	37.5	19.5	N/A		
130	Broadway Ave	C9_66	2	37.5	19.5	N/A		
131	Skyview St	D10_01	2	37.5	19.5	N/A		
132	Skyview St	D10_03	2	37.5	19.5	N/A		
133	Valencia Ct	D10_17	2	37.5	19.5	N/A		
134	Hibly Ave	D11_01	2	37.5	19.5	N/A		
135	Hibly Ave	D11_05	2	37.5	19.5	N/A	1.2"" Gap facing street	
136	Military Ave	D7_01	2	37.5	19.5	N/A	attempt to make bike safe	
137	Mendocino St	D7_05	2	37.5	19.5	N/A	attempt to make bike safe	
138	Ord Grove Ave	D7_06	2	37.5	19.5	N/A	attempt to make bike safe	
139	Mira Mar Ave	D7_07	2	37.5	19.5	N/A		
140	Lindberg Ct	D8_01	2	37.5	19.5	N/A		

CITY OF SEASIDE
LIST OF GRATE LOCATIONS AND SIZES

	Street	Feature ID Spreadsheet	Type	Grate Lenth(in.)	Grate Width (in.)	Grate Diameter(in.)	Notes	Comment
141	San Pablo Ave	D8_04	2	37.5	19.5	N/A		
142	San Pablo Ave	D8_05	2	37.5	19.5	N/A		
143	St Hellena St	D8_07	2	37.5	19.5	N/A		
144	Yosemite St	D8_08	2	37.5	19.5	N/A		
145	Yosemite St	D8_09	2	37.5	19.5	N/A		
146	Yosemite St	D8_10	2	37.5	19.5	N/A		
147	Mendocino St	D8_11	2	37.5	19.5	N/A		
148	Lisbon St	D8_16	2	37.5	19.5	N/A		
149	Napa St	D8_17	2	37.5	19.5	N/A		
150	Louvaine Ct	D8_18	2	37.5	19.5	N/A		
151	Stowe Ct	D8_22	2	37.5	19.5	N/A		
152	Lincoln St	D8_27	2	37.5	19.5	N/A		
153	Lincoln St	D8_28	2	37.5	19.5	N/A		
154	Mercedes Ct	D9_01	2	37.5	19.5	N/A		
155	Mingo Ave	D9_02	2	37.5	19.5	N/A		
156	Mescal St	D9_03	2	37.5	19.5	N/A		
157	Yosemite St	D9_05	2	37.5	19.5	N/A		
158	Yosemite St	D9_06	2	37.5	19.5	N/A		
159	Mendocino St	D9_12	2	37.5	19.5	N/A		
160	Yosemite St	D9_13	2	37.5	19.5	N/A		
161	Yosemite St	D9_14	2	37.5	19.5	N/A		
162	Mescal St	D9_17	2	37.5	19.5	N/A		
163	Napa St	D9_20	2	37.5	19.5	N/A		
164	Mescal St	D9_21	2	37.5	19.5	N/A		
	Broadway Ave	D9_23	2	37.5	19.5	N/A	Attempt to make Bike safe	Already Bike Safe Grate
165	Broadway Ave	D9_24	2	37.5	19.5	N/A		
166	Broadway Ave	D9_26	2	37.5	19.5	N/A		
167	Broadway Ave	D9_29	2	37.5	19.5	N/A		
168	Broadway Ave	D9_30	2	37.5	19.5	N/A		
169	Broadway Ave	D9_33	2	37.5	19.5	N/A		
170	Broadway Ave	D9_34	2	37.5	19.5	N/A		
171	Harcourt Ave	A10_24	2	37.5	19.75	N/A		
172	Fremont Blvd	B11_44	2	37.5	19.75	N/A		
173	Del Monte Blvd	B9_15	2	37.5	19.75	N/A		
174	Fremont Blvd	B9_43	2	37.5	19.75	N/A		
175	Olympia Ave	B9_51	2	37.5	19.75	N/A	grate has a .06 gap between frame and grate facing street	
176	Olympia Ave	B9_53	2	37.5	19.75	N/A	car parked over grate	
177	Hamilton Ave	C10_36	2	37.5	19.75	N/A		
178	Harding St	C10_62	2	37.5	19.75	N/A		
179	Judson St	C10_63	2	37.5	19.75	N/A		
180	Wanda Ave and Lowell St	C10_64	2	37.5	19.75	N/A		
181	Highland St	C11_03	2	37.5	19.75	N/A		
182	Highland St	C11_21	2	37.5	19.75	N/A		
183	Skyview Dr	D10_05	2	37.5	19.75	N/A		
184	Sierra Ave	D11_04	2	37.5	19.75	N/A		
185	Barbara Ct	D11_09	2	37.5	19.75	N/A		
186	Barbara Ct	D11_10	2	37.5	19.75	N/A		
187	La Salle Ave	D8_03	2	37.5	19.75	N/A		
188	Sutter St	A10_26	2	37.75	19.5	N/A		
189	Theresa St	B10_22	2	37.75	19.5	N/A	could not pull out grate. Looked like type two but had 4 columns of slots. 6" to 6.6" length for long ones and 5.4" for short, 1.32" width, 2.28" depth, 2.4 lip	
190	Harding St	C10_01	2	37.75	19.5	N/A		
191	Sonoma Ave	C10_02	2	37.75	19.5	N/A		
192	Sonoma Ave and Vallejo St	C10_03	2	37.75	19.5	N/A		
193	Darwin St	C10_27	2	37.75	19.5	N/A	8.25"" of space from the back of the basin to the concrete slap that takes up a lot of room in the basin	
194	Harding St	C10_28	2	37.75	19.5	N/A		
195	Hamilton Ave	C10_35	2	37.75	19.5	N/A		
196	Waring St	C10_49	2	37.75	19.5	N/A		
197	Flores St	C10_50	2	37.75	19.5	N/A		
198	Vallejo St	C10_54	2	37.75	19.5	N/A		
199	Hibly Ave	C11_34	2	37.75	19.5	N/A		
200	Yosemite St and Sonoma Ave	D10_13	2	37.75	19.5	N/A	The grate is at the bottom of a hill surrounded by dirt. See pictures	
201	Olympia Ave	B9_52	2	37.75	19.75	N/A		
202	Harding St	C10_51	2	37.75	19.75	N/A		
203	Broadway Ave	B9_65	2	38	19.5	N/A		

CITY OF SEASIDE
LIST OF GRATE LOCATIONS AND SIZES

	Street	Feature ID Spreadsheet	Type	Grate Lenth(in.)	Grate Width (in.)	Grate Diameter(in.)	Notes	Comment
204	Waring St	C10_20	2	38	19.5	N/A		
205	Wanda Ave	C10_33	2	38	19.5	N/A	rectangular basin portion ends at 22 inches	
206	Vallejo St	C10_41	2	38	19.5	N/A		
207	Soto St	C10_53	2	38	19.5	N/A		
208	San Pablo Ave	D8_24	2	38	19.5	N/A		
209	Serape Ct	D8_25	2	38	19.5	N/A		
210	Highland St	D9_31	2	38	19.5	N/A		
211	Flores St	C10_58	2	38	19.75	N/A		
212	Flores St	C10_59	2	38	19.75	N/A		
213	Luzern St	C10_42	2	38	20	N/A		
214	Luzern St	C10_55	2	38	20	N/A		
215	Luzern St	C10_56	2	38	20	N/A		
216	Waring St	C10_60	2	38	20	N/A		
TYPE 3 GRATES								
1	Alhambra St	B9_55	3	37.25	19.5	N/A		
2	Waring St	C11_04	3	37.25	19.5	N/A	1.08"" gap facing street	
3	Military Ave	C7_02	3	37.25	19.5	N/A		
4	Fremont Blvd	C7_05	3	37.25	19.5	N/A		
5	Santa Clara Ave	C8_02	3	37.25	19.5	N/A		
6	Luzern St	C8_28	3	37.25	19.5	N/A		
7	Alley that connects La Salle Ave and Santa Clara Ave	C8_36	3	37.25	19.5	N/A	in an alley way	
8	Ord Grove Ave	D8_12	3	37.25	19.5	N/A		
9	Harcourt Ave	B10_11	3	37.5	19.5	N/A		
10	Terrace St	B9_36	3	37.5	19.5	N/A		
11	Alhambra St	B9_56	3	37.5	19.5	N/A		
12	Palm Ave	B9_58	3	37.5	19.5	N/A	46.5 for larger depth. Curved catch Basin Structure	
13	Broadway Ave	B9_66	3	37.5	19.5	N/A		
14	Military Ave	C7_03	3	37.5	19.5	N/A		
15	Military Ave	C7_04	3	37.5	19.5	N/A		
16	Ord Grove Ave	C7_15	3	37.5	19.5	N/A		
17	Soto St	C9_06	3	37.5	19.5	N/A		
18	Waring St	C9_63	3	37.5	19.5	N/A		
19	Mescal St	D10_19	3	37.5	19.5	N/A	catch basin slopes in ward but could not lift grate out of the frame with my equipment.	
20	Luzern St	D8_13	3	37.5	19.5	N/A		
21	Highland St	D8_31	3	37.5	19.5	N/A		
22	Mingo Ave	D9_07	3	37.5	19.5	N/A		
23	Harcourt Ave	A10_35	3	37.5	19.75	N/A	2.4 depth	
24	Hibly Ave	B10_09	3	37.5	19.75	N/A	2.28"" grate depth	
25	Wheeler St	B10_25	3	37.5	19.75	N/A	1.08"" frame gap facing street	
26	Wheeler St	B10_26	3	37.5	19.75	N/A		
27	Hibly Ave	B10_27	3	37.5	19.75	N/A	1.08"" frame gap facing street	
28	Hibly Ave	B10_45	3	37.5	19.75	N/A		
29	Broadway Ave	B9_48	3	37.5	19.75	N/A	.6"" gap facing street	
30	Kenneth St	C10_18	3	37.5	19.75	N/A	Could not record sturcture depth due to road contrustion protective layer	
31	Noche Buena St	C7_11	3	37.5	19.75	N/A		
32	Circle Ave	C7_13	3	37.5	19.75	N/A		
33	Circle Ave	C7_14	3	37.5	19.75	N/A		
34	Mescal St	D10_06	3	37.75	19.5	N/A		
35	Sonoma Ave	D10_18	3	37.75	19.5	N/A		
36	Phoinex Ave	B9_04	3	38	19.5	N/A		
37	Fremont Blvd	B9_18	3	38	19.5	N/A		
38	Vallejo St	C10_29	3	38	19.5	N/A		
39	Lincoln St	D8_26	3	38	19.5	N/A		
40	Elm Ave and Vallejo St	C10_30	3	38	20	N/A		
41	Stowe Ct	D8_23	3	38	20	N/A		
TYPE 5 GRATES								
1	Del Monte Blvd	A10_08	5	16	16	N/A	see photo and detail	
2	Del Monte Blvd	A10_09	5	16	16	N/A	see photo and detail	
3	Francis Ave	B11_24	5	16	16	N/A	inside a parking lot. Looks like dmv grate	
4	Luzern St	C8_01	5	17.75	0	N/A	Could not pull grate with magnet.9 degree slope 6 inches from one side .then a 5 degree slope for 12 iches. 1.5 lip and 2inch deep. Slope per pendicular to slit width.	No Photo
5	Waring St	C11_10	5	21.5	21.5	N/A	2.4"" depth and .84"" lip	
6	Douglass Ct	C11_29	5	21.5	21.5	N/A	2.4"" depth and .96"" lip	

CITY OF SEASIDE
LIST OF GRATE LOCATIONS AND SIZES

	Street	Feature ID Spreadsheet	Type	Grate Lenth(in.)	Grate Width (in.)	Grate Diameter(in.)	Notes	Comment
7	Imperial St	A9_13	5	23.75	19	N/A	grate is welded shut. 1.2"" down amd 1.5"" across for frame	
8	Hibly Ave	A10_17	5	24	24	N/A	depth pf grate and frame is .13 . Otherwise same as type 2 detail. Inside dmv parking lot	
9	Trinity Ave	A10_32	5	24.75	16.75	N/A	just like A9_06	Bike Friendly
10	Kimberly Ct	D11_02	5	24.75	16.75	N/A		Bike Friendly
11	Kimball Ave	C11_36	5	25	15.5	N/A	could be abonded drain	Bike Friendly
12	Del Monte Blvd	B9_60	5	25	16.56	N/A	Grate does not fit frame on the shorter side by 1.68	Bike Friendly
13	Contra Costa St	A9_06	5	25	16.75	N/A	seperate detail?	Bike Friendly
14	Elm Ave	A9_07	5	25	16.75	N/A	seperate detail?	Bike Friendly
15	Elm Ave	A9_08	5	25	16.75	N/A	seperate detail?	Bike Friendly
16	Kimberly Ct	D11_03	5	25	16.75	N/A		Bike Friendly
17	Del Monte Blvd	B9_21	5	25.25	16.5	N/A		Bike Friendly
18	Kimball Ave	B11_14	5	25.25	16.75	N/A		Bike Friendly
19	Del Monte Blvd	B9_20	5	25.25	16.75	N/A	Bag has covered the grate	Bike Friendly
20	Imperial St	A10_31	5	25.25	17	N/A	imperial street	Bike Friendly
21	Amador ave	A10_30	5	25.25	17.25	N/A		Bike Friendly
22	Imperial St	A9_15	5	25.25	17.25	N/A		Bike Friendly
23	Imperial St	A10_01	5	25.25	17.5	N/A	same as others on imperial street	Bike Friendly
24	Imperial St	A9_14	5	25.25	17.5	N/A		Bike Friendly
25	Del Monte Blvd and Broadway Ave	A9_18	5	25.5	15	N/A	curved grate	Bike Friendly
26	Auto Center Ave	B8_13	5	25.5	15	N/A		
27	Del Monte and the Mall	B8_23	5	25.5	16.75	N/A		Bike Friendly
28	Del Monte Blvd	B8_21	5	25.5	17.5	N/A		Bike Friendly
29	Portola Dr	B11_49	5	26	14	N/A	could not inspect the drain at all due to dirt in and surrounding the drain from the landscape . Lip and lildp depth were 1.5""	
30	Contra Costa St	A10_02	5	27.25	18	N/A	inside community center parking lot	Bike Friendly
31	Luxton St	C11_12	5	27.5	27.5	N/A	see sketch, broken grate.	
32	Douglass Ct	C11_06	5	28	22.25	N/A	2.16"" depth and 1.2"" lip	
33	Douglass Ct	C11_30	5	28	22.25	N/A	2.16"" depth and 1.2"" lip	
34	Kimball Ave	C11_17	5	28.25	22.75	N/A	check sketch	
35	Alley between freemont baker and clementia	B9_12	5	29	17.5	N/A	9 degree slop 6 inches in the width. Could not lift. Same as B8-01	
36	Yolanda Ct	D11_08	5	29	17.5	N/A		
37	Waring St	C11_09	5	30	17.5	N/A	1.32"" depth 1.2"" lip	
38	San Lucas St	C11_13	5	30	17.5	N/A		
39	San Lucas St	C11_14	5	30	17.5	N/A		
40	Carson St	B11_06	5	30	18	N/A	2.25"" depth and 1 inch lip	
41	Shafer St	B11_27	5	30	18	N/A		
42	Shafer St	B11_28	5	30	18	N/A		
43	Rousch Ave	B11_29	5	30	18	N/A		
44	Rousch Ave	B11_32	5	30	18	N/A		
45	Rousch Ave	B11_33	5	30	18	N/A		
46	Wheeler St	B11_35	5	30	18	N/A	depth 2.25 and lip 1.25	
47	Rousch Ave	B11_47	5	30	18	N/A		
48	Vallejo St	C9_67	5	30	18	N/A	could not pull grate out because of car. Curved grate	
49	Waring St	C11_05	5	30.25	18.75	N/A	could not lift out of street. 1.25"" lip and 2.25"" depth	No Photo
50	Kimball Ave	C11_16	5	30.5	18.75	N/A	structure was full of water couldn not get inner dimensions . 2inch deep, 1 inch across	
51	Alhambra st	B9_22	5	31.75	39.5	N/A	2 Grates in one frame. See picture	
52	Lorenzo Ct	B11_48	5	34.75	17.5	N/A	3.25 inch depth. 3 inch lip	
53	San Pablo Ave	D8_29	5	35	17.5	N/A	same detail as D9_39 and D9_38	
54	San Pablo Ave	D8_30	5	35	17.5	N/A	same detail as D9_39 and D9_38	
55	Rousch Ave	B11_31	5	35.25	17.5	N/A	3.75 depth and 2.25 lip	
56	Broadway Ave	D9_38	5	35.5	17.5	N/A	See sketch dtail	
57	Broadway Ave	D9_39	5	35.5	17.5	N/A	same detail as D9_38	
58	Del Monte Blvd	B8_09	5	35.75	27	N/A	Directly across from B8_02	Bike Friendly
59	Portola Dr	B11_50	5	36	24	N/A	look at last black route for lip dimensions	
60	Trinity Ave	A10_36	5	36	27	N/A	in the street. Check picture.	
61	Fremont Blvd and La Salle Ave	B8_12	5	36	27	N/A		Bike Friendly
62	Trinity Ave	B10_43	5	37	19.5	N/A		
63	Amdor Ave	B10_01	5	37.25	28.5	N/A	bubble up?	
64	Judson St	C8_43	5	37.25	28.5	N/A	A little wider than other type 2's	
65	Vallejo St	C9_37	5	37.25	28.5	N/A		
66	Ponderosa St	B9_67	5	37.25	28.75	N/A	depth of grate is 2.16""	
67	Amador ave	B10_32	5	37.5	19.5	N/A	bubble up	
68	Kenneth St	C9_59	5	37.5	22.75	N/A	3.75 frame depth and 2.26	Bike Friendly
69	Del Monte Blvd	A10_14	5	37.5	28.5	N/A		Bike Friendly

CITY OF SEASIDE
LIST OF GRATE LOCATIONS AND SIZES

	Street	Feature ID Spreadsheet	Type	Grate Lenth(in.)	Grate Width (in.)	Grate Diameter(in.)	Notes	Comment
70	Cieltio Ct	C11_11	5	37.5	28.5	N/A	could not lift out of ground to get dimensions. Just like the other large type 2's	
71	Luxton St	C8_14	5	37.5	28.5	N/A	Little wider than other type 2's	
72	Harding St	C8_23	5	37.5	28.5	N/A		
73	Luzern St	C9_36	5	37.5	28.5	N/A		
74	Harding St	C9_40	5	37.5	28.5	N/A		
75	San Pablo Ave	C8_07	5	37.5	28.75	N/A	Wider than other type 2's. 1" by 1" on the frame	No Photo
76	San Pablo Ave	C8_10	5	37.5	28.75	N/A	C8-07,23,10,25,50 are all the same	
77	WPL	C8_24	5	37.5	28.75	N/A		
78	Flores St	C8_25	5	37.5	28.75	N/A		
79	Flores St	C8_50	5	37.5	28.75	N/A		
80	Kenneth St	C8_53	5	37.5	28.75	N/A	same size as large type 2 grates	Bike Friendly
81	Mingo Ave	C9_11	5	37.5	28.75	N/A		
82	Mingo Ave	C9_17	5	37.5	28.75	N/A		
83	Mingo Ave	C9_27	5	37.5	28.75	N/A		
84	Mingo Ave	C9_28	5	37.5	28.75	N/A		
85	Mingo Ave	C9_29	5	37.5	28.75	N/A		
86	Vallejo Pl	C9_38	5	37.5	28.75	N/A		
87	Kenneth Pl	C9_43	5	37.5	28.75	N/A		
88	Waring St	C9_48	5	37.5	28.75	N/A		
89	Wheeler St	B11_34	5	37.75	19.5	N/A	looks like B10_22. 1 inch depth 1.25' out 1.25' second depth	
90	Sierra Ave	C11_01	5	37.75	19.75	N/A	2.64" depth	
91	Sierra Ave	C11_02	5	37.75	19.75	N/A	2.64" depth	
92	Judson St	C8_45	5	39.25	31.5	N/A	Same as B9-22	No Photo
93	Darwin St	C9_64	5	39.25	31.75	N/A	same as B9 22. two grates in one frame	
94	Hamilton Ave	B10_38	5	39.5	24.5	N/A	4.25" depth , 2.75" lip	
95	Goodwin St	C9_22	5	40	17.5	N/A		
96	Phoenix Ave	C9_23	5	40	17.5	N/A		
97	Harcourt Ave	B10_08	5	40	23.5	N/A	attempt to make bike safe	
98	Fremont Blvd	B9_39	5	40.25	23.25	N/A	attempted to make bike safe. 2 inch lip and 3 inch lip depth	
99	Fremont Blvd	B9_38	5	40.25	23.5	N/A	attempted to make bike safe. 2 inch lip and 3 inch lip depth	
100	Trinity Ave	B10_40	5	40.25	24	N/A	4.25 depth , 2.75 lip	
101	Alley	B10_31	5	40.5	15.75	N/A	could not lift out but it looks similar to others	
102	Hamilton Ave	B10_41	5	40.5	23.5	N/A		
103	La Salle Ave	C8_11	5	40.5	23.5	N/A	same detail as B-10 38	
104	La Salle Ave	C8_41	5	40.5	23.5	N/A	same as C8_11	
105	Military Ave	D7_02	5	40.75	24	N/A	large curb opening	No Photo
106	Fremont Blvd	B9_11	5	53.5	35	N/A	grate depth 4 inches. 4 inch lip. See pictures. 36 inches for lower depth. Curved catch basin structure	
107	Fremont Blvd	B9_13	5	0	0	N/A		No Photo / No Dimen
TYPE 6 GRATES								
1	Broadway Ave	A9_10	circular	0	0	25.25	circular grate in the middle of the street. Accidentally labled as B11_42 in picture	
2	Kimball Ave	C11_15	circular	0	0	25.25		
3	Hibly Ave	C11_27	circular	0	0	25.25	check sketch for detail	
4	Hibly Ave	C11_28	circular	0	0	25.25	check sketch for detail	
5	Hiby Ave and Harding St	C11_35	circular	0	0	25.25	not marked on gis	
6	Sierra Ave	D11_14	cirular	0	0	25.25	same detail as yosemitee and hibly. Labeled as D11_04 on picture	

STORM GRATE LOCATION MAP

A8



A10

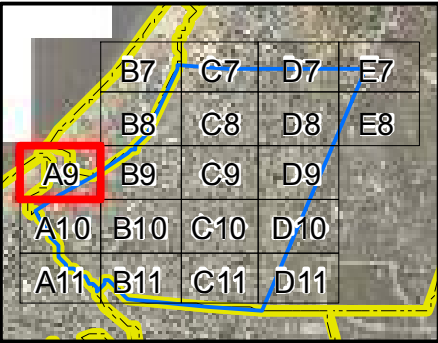
City of Seaside

Storm Water Catch Basin Grate Survey



Legend

- Bike Safe
- Not Bike Safe
- Survey Boundary
- City Limits

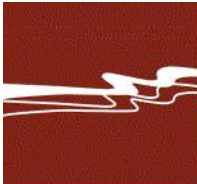


SHEET A9



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0 200 400 Feet

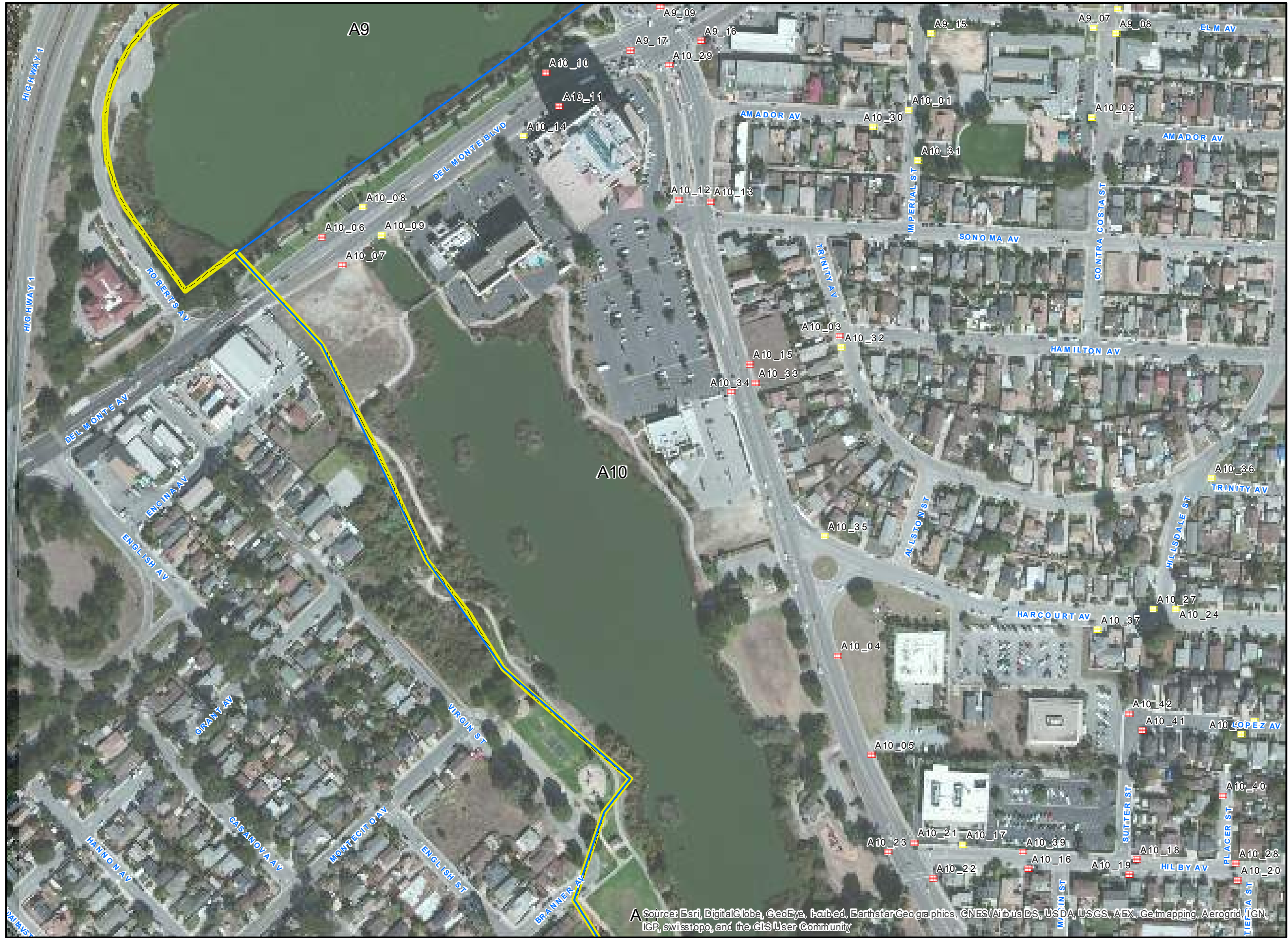


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A9

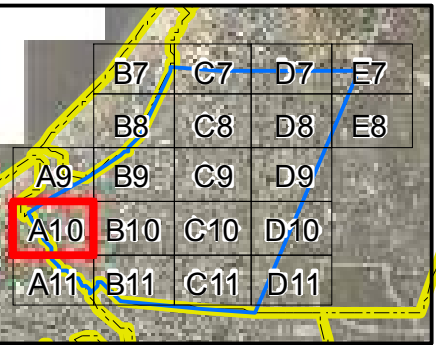


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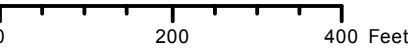
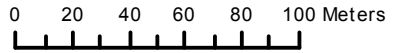
Storm Water Catch Basin Grate Survey

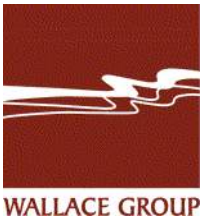


- Legend**
- Bike Safe
 - Not Bike Safe
 - Survey Boundary
 - City Limits



SHEET A10



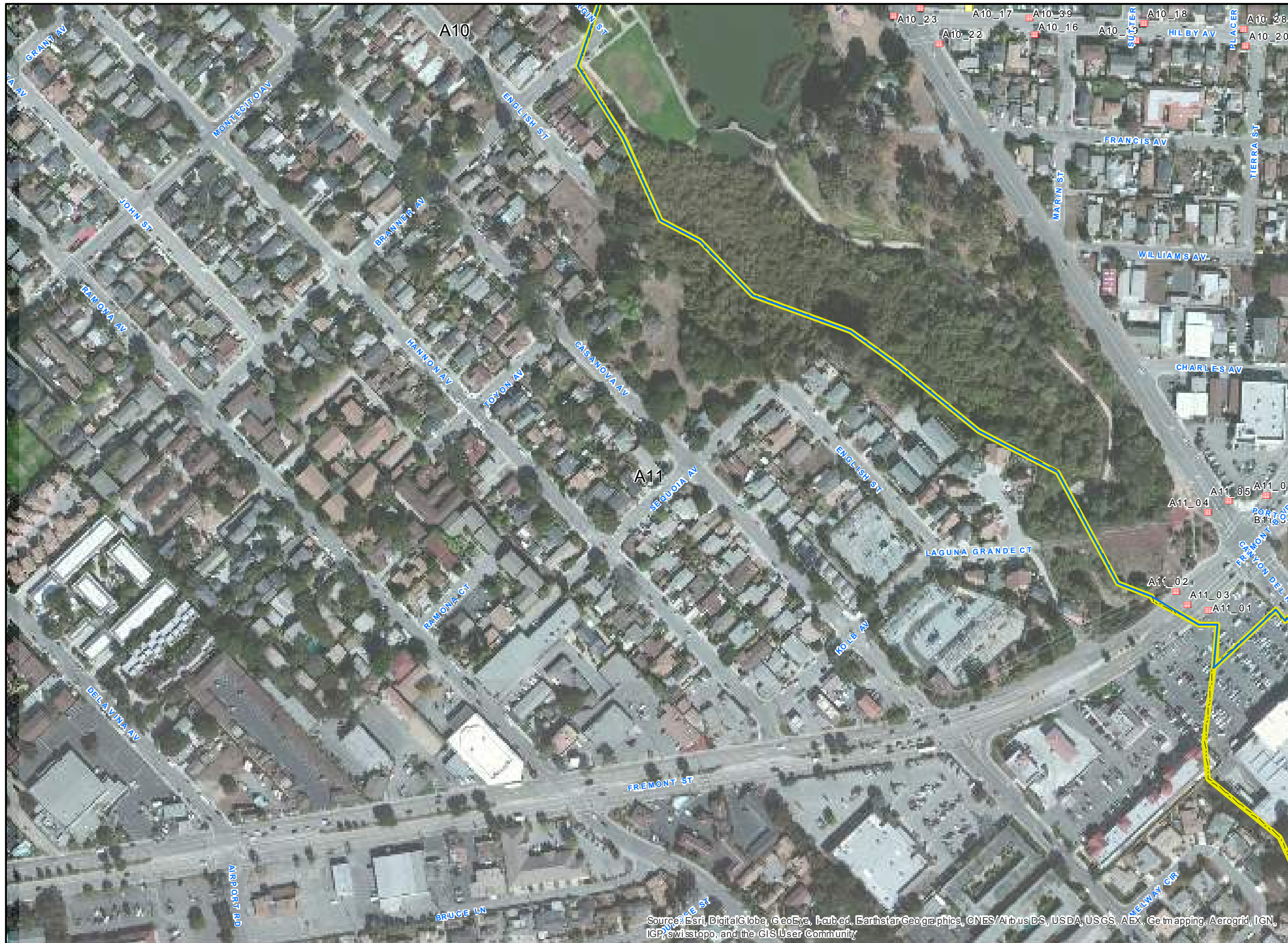


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A11



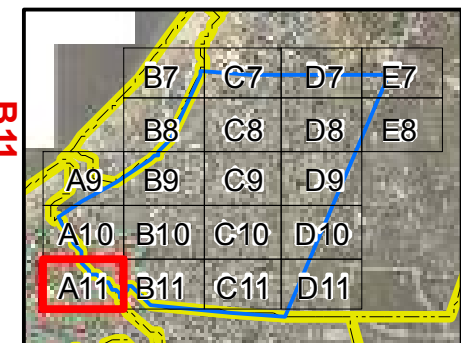
City of Seaside

Storm Water Catch Basin Grate Survey

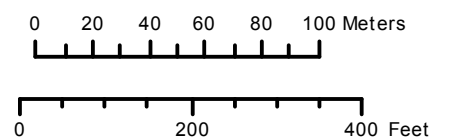


Legend

- Bike Safe
- Not Bike Safe
- Survey Boundary
- City Limits



SHEET A11



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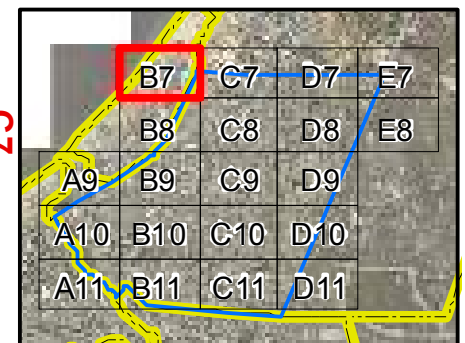
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, Aerogrid, IGN, IGP, Swisstopo, and the GIS User Community

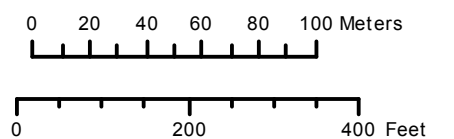
Storm Water Catch Basin Grate Survey

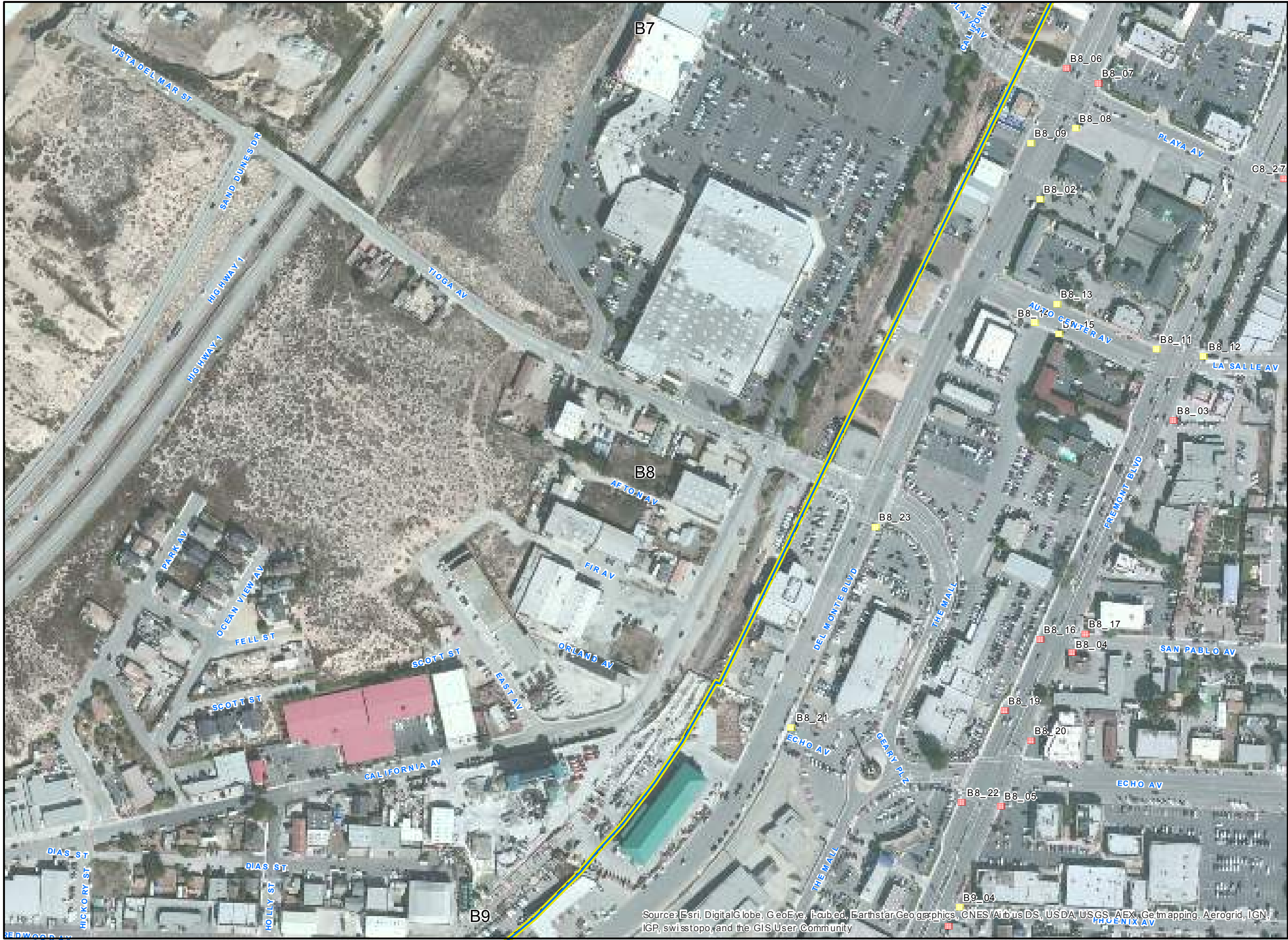


- Bike Safe
- Not Bike Safe
- Survey Boundary
- City Limits



SHEET B7



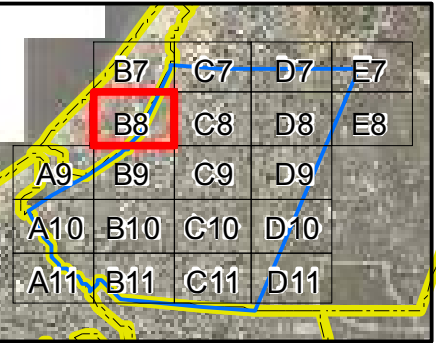


City of Seaside

Storm Water Catch Basin Grate Survey



- Legend**
- Bike Safe
 - Not Bike Safe
 - Survey Boundary
 - City Limits

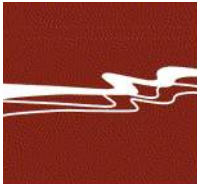


SHEET B8



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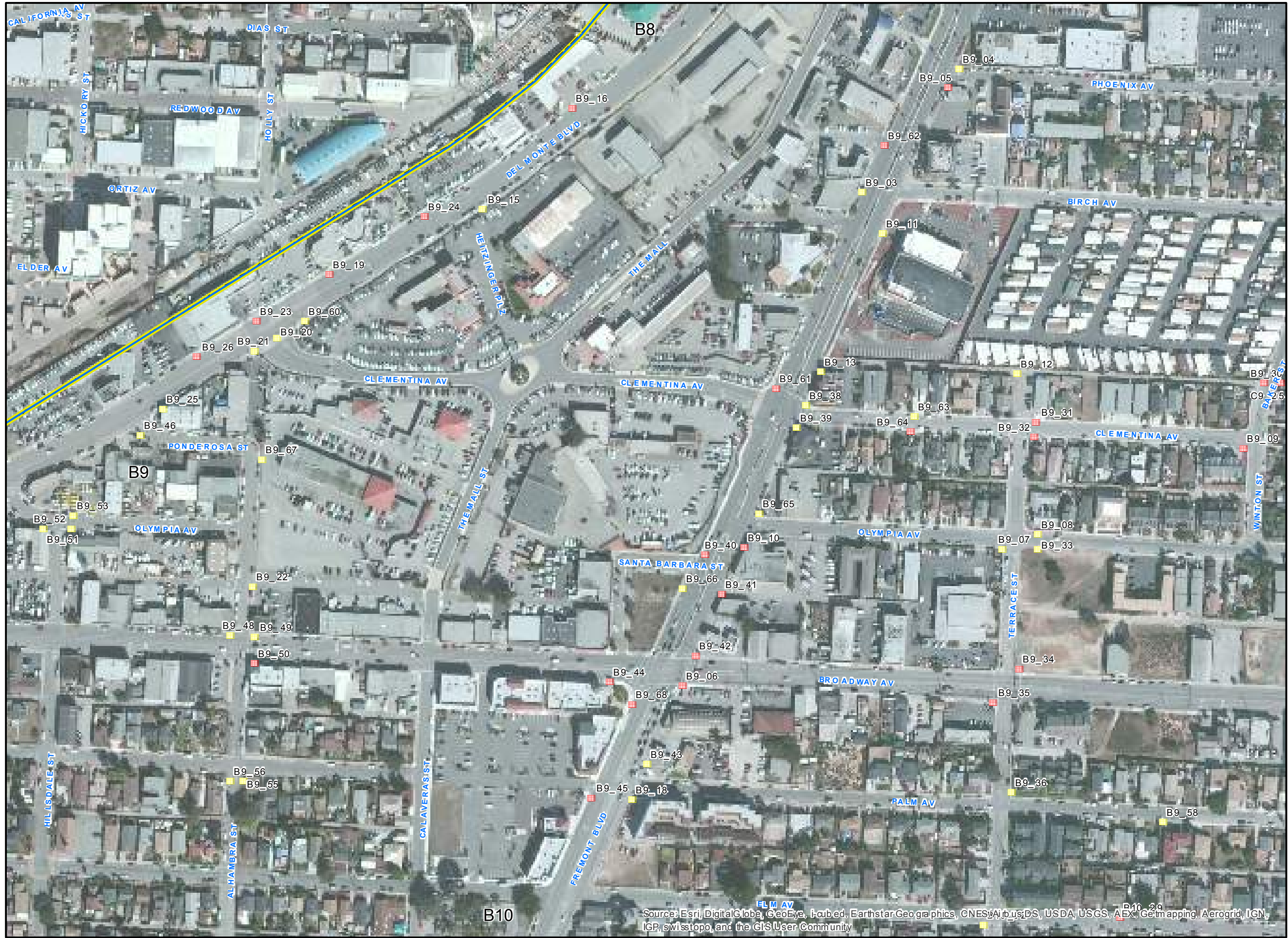
0 200 400 Feet



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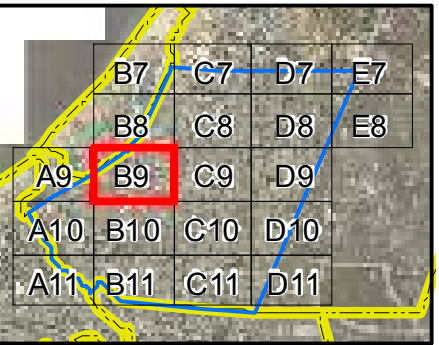


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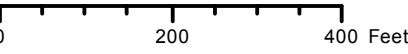
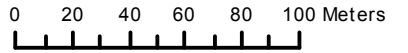
Storm Water Catch Basin Grate Survey

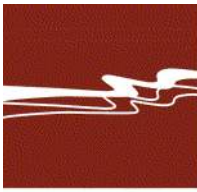


- Legend**
- Bike Safe
 - Not Bike Safe
 - Survey Boundary
 - City Limits



SHEET B9





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B9

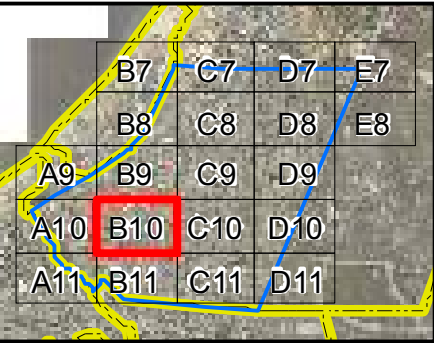
City of Seaside

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Grate Survey

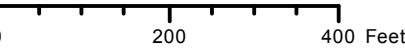
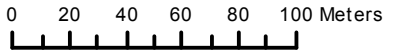


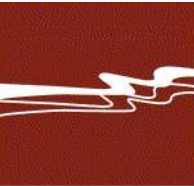
Legend

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SHEET B10





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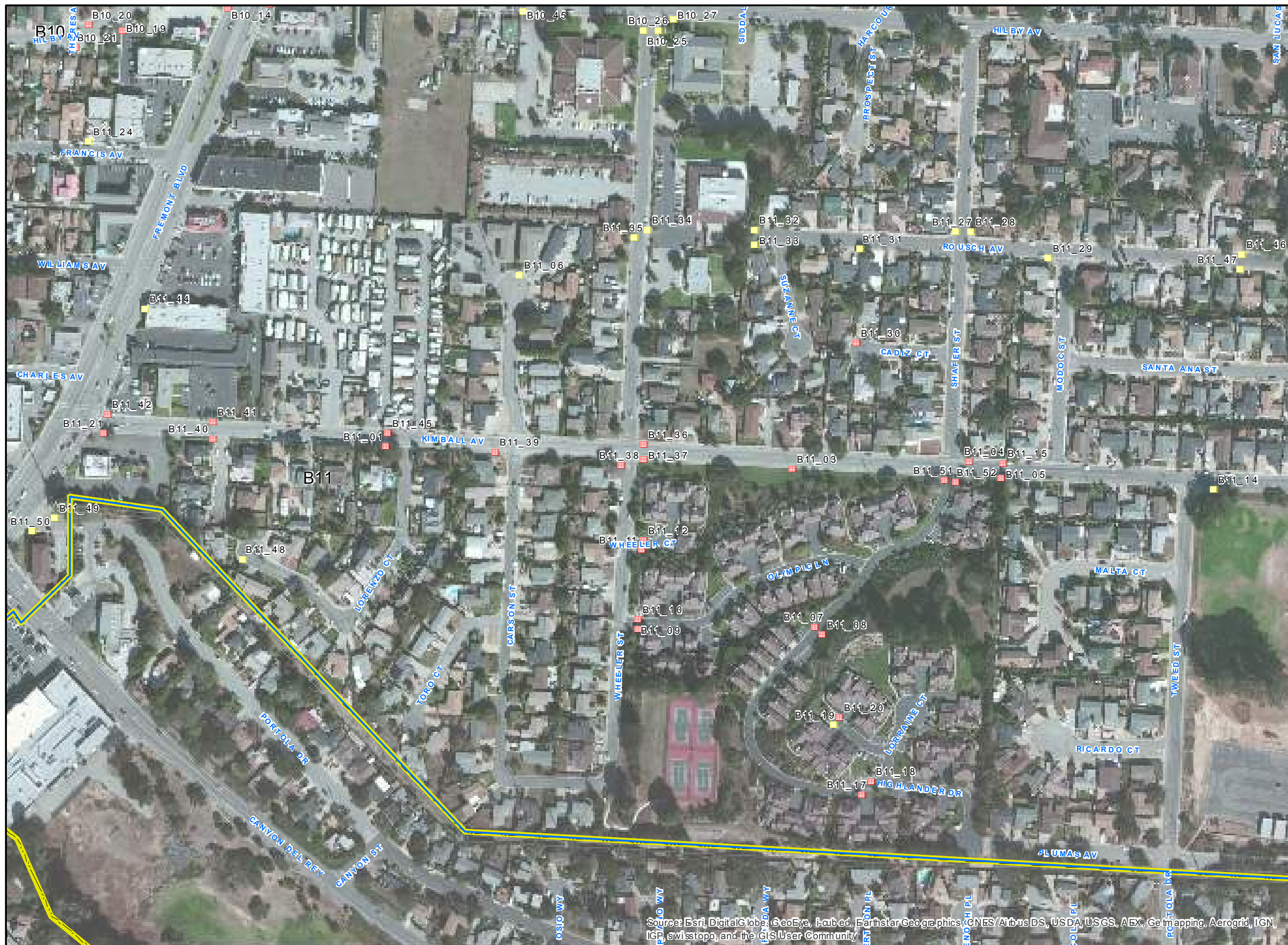
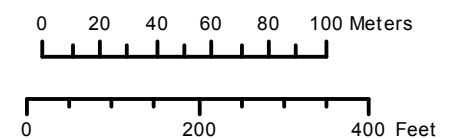
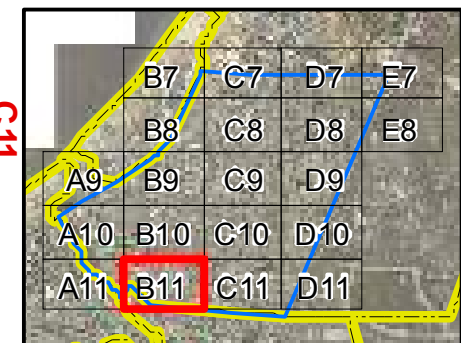
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A10

C10

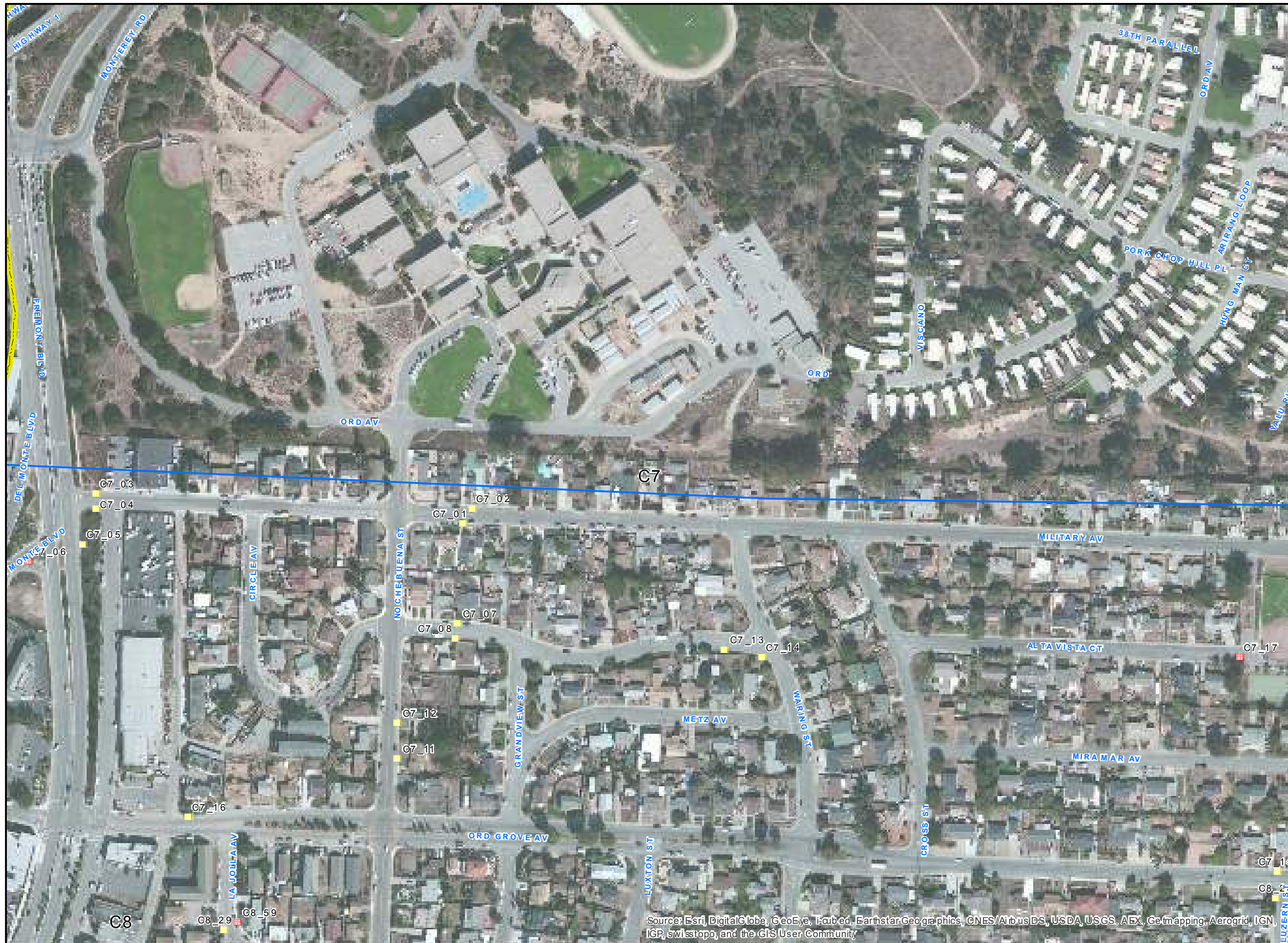
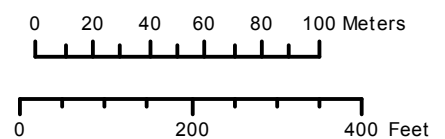
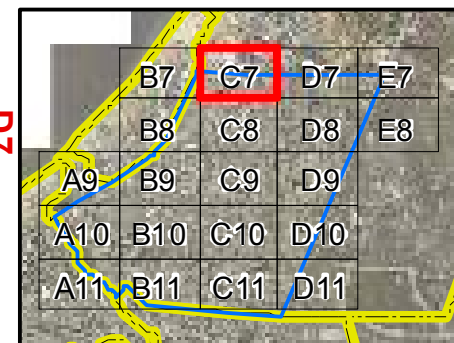
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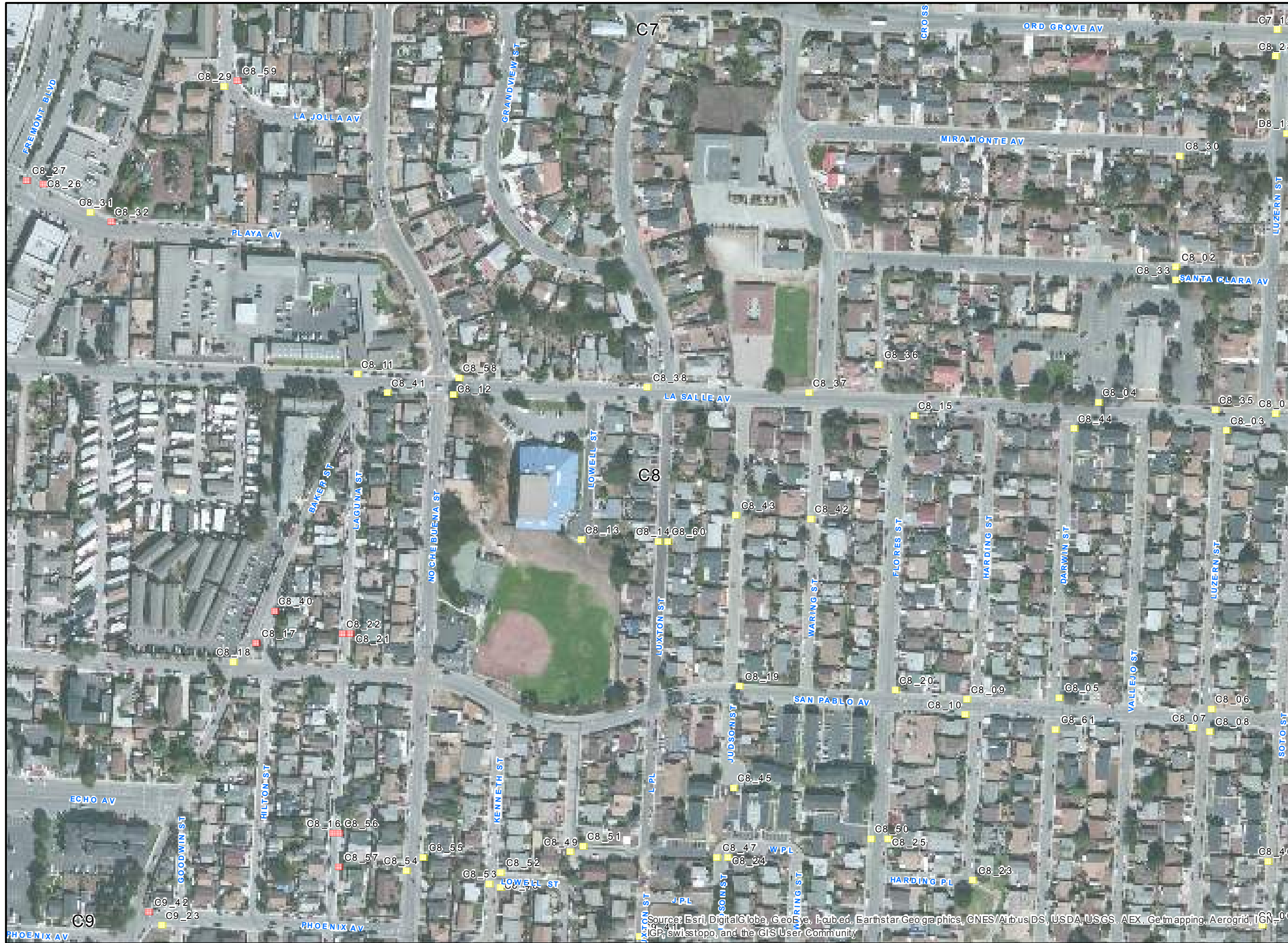


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C8

C7



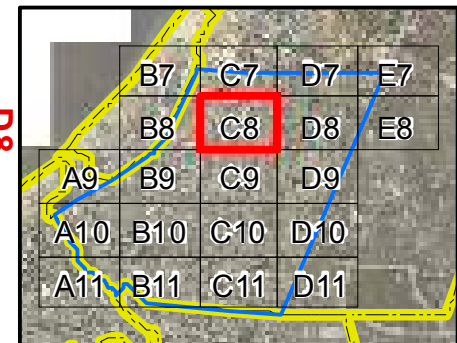
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Legend

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- City Limits



SHEET C8



0 20 40 60 80 100 Meters

0 200 400 Feet



C9

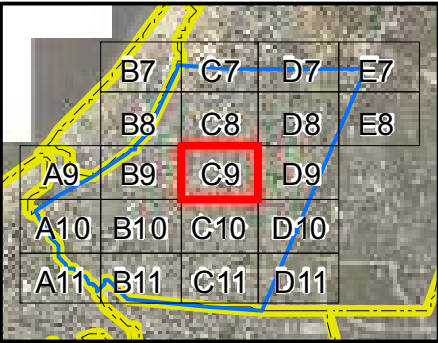
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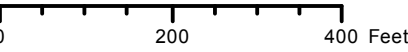
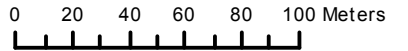


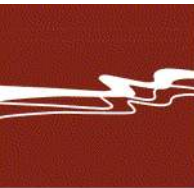
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SHEET C9

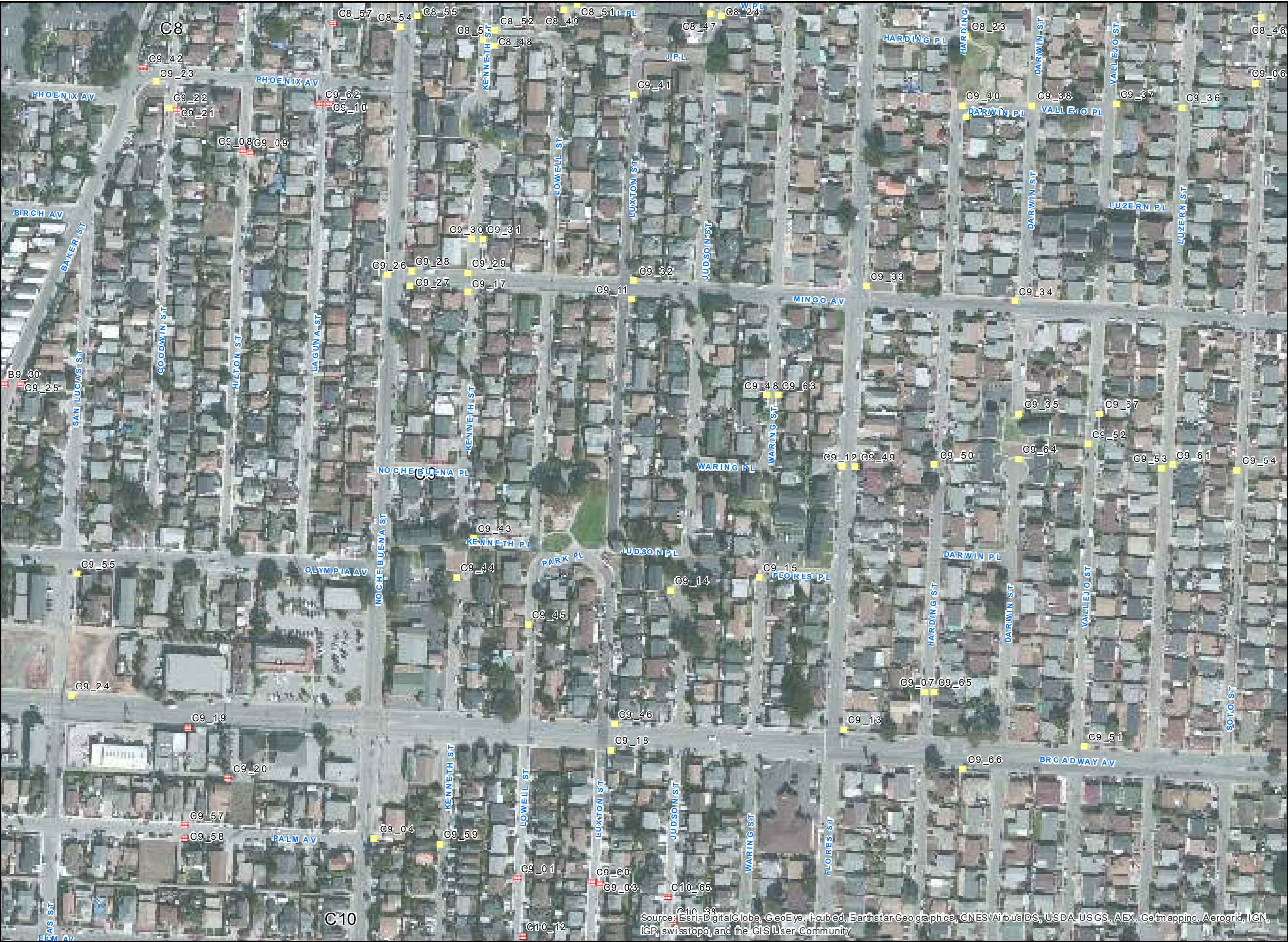




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C8

B9

D9

C10

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C10

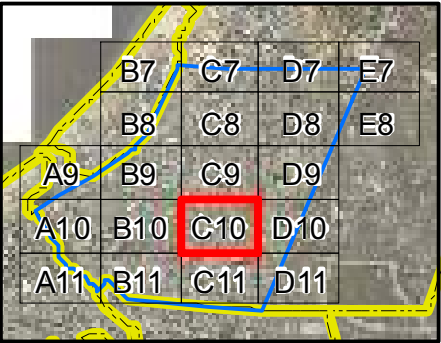
City of Seaside

Storm Water Catch Basin Grate Survey



Legend

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SHEET C10



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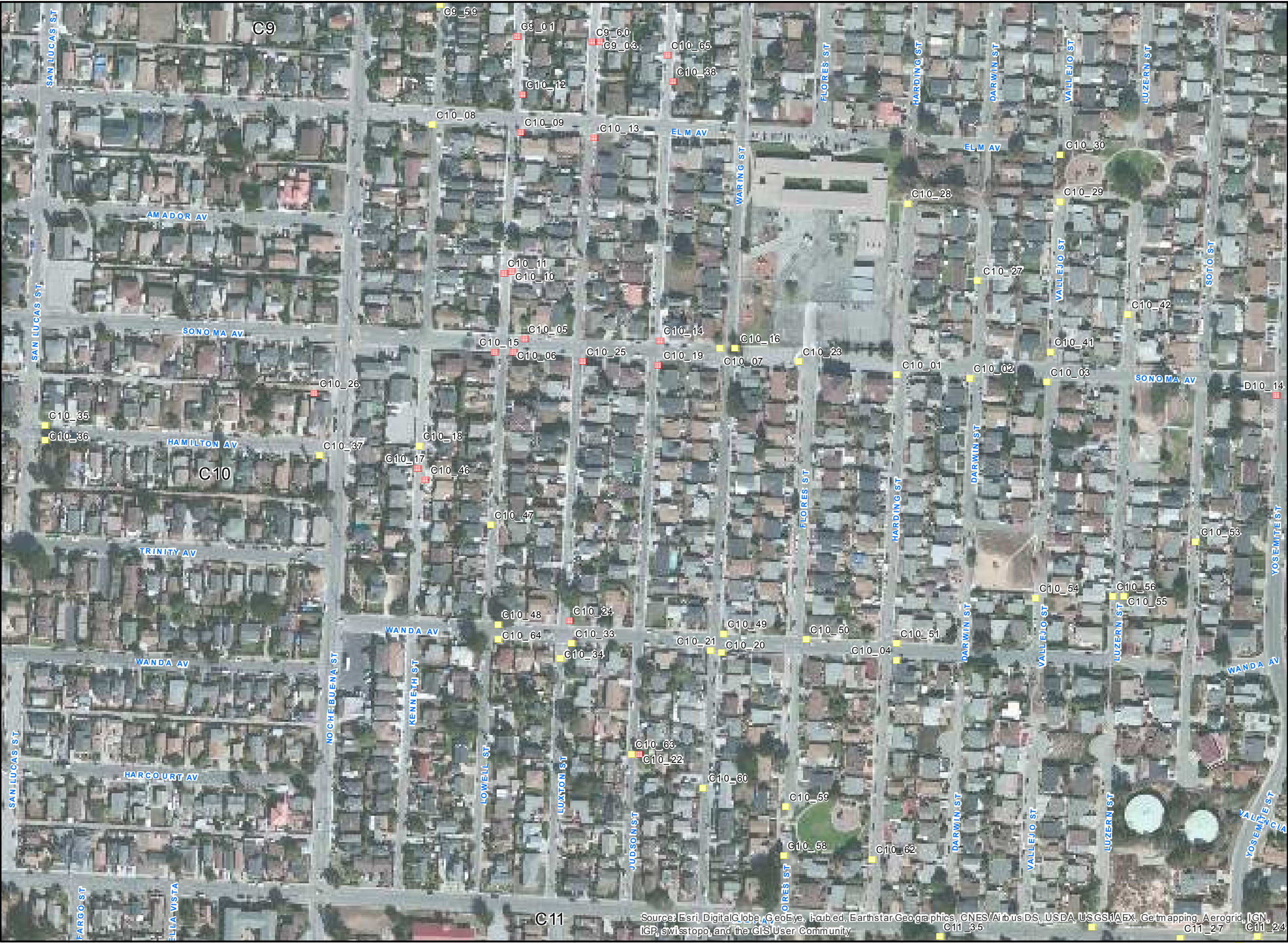
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C11

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D11

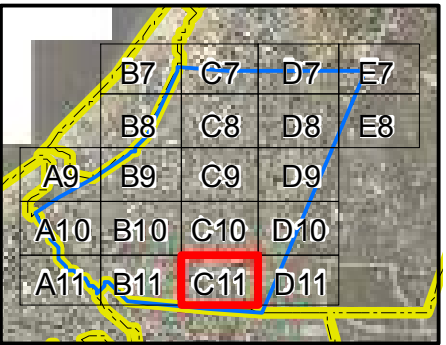
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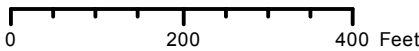
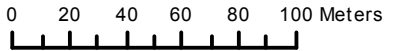


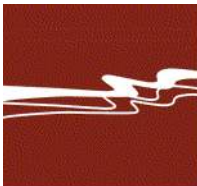
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SHEET C11

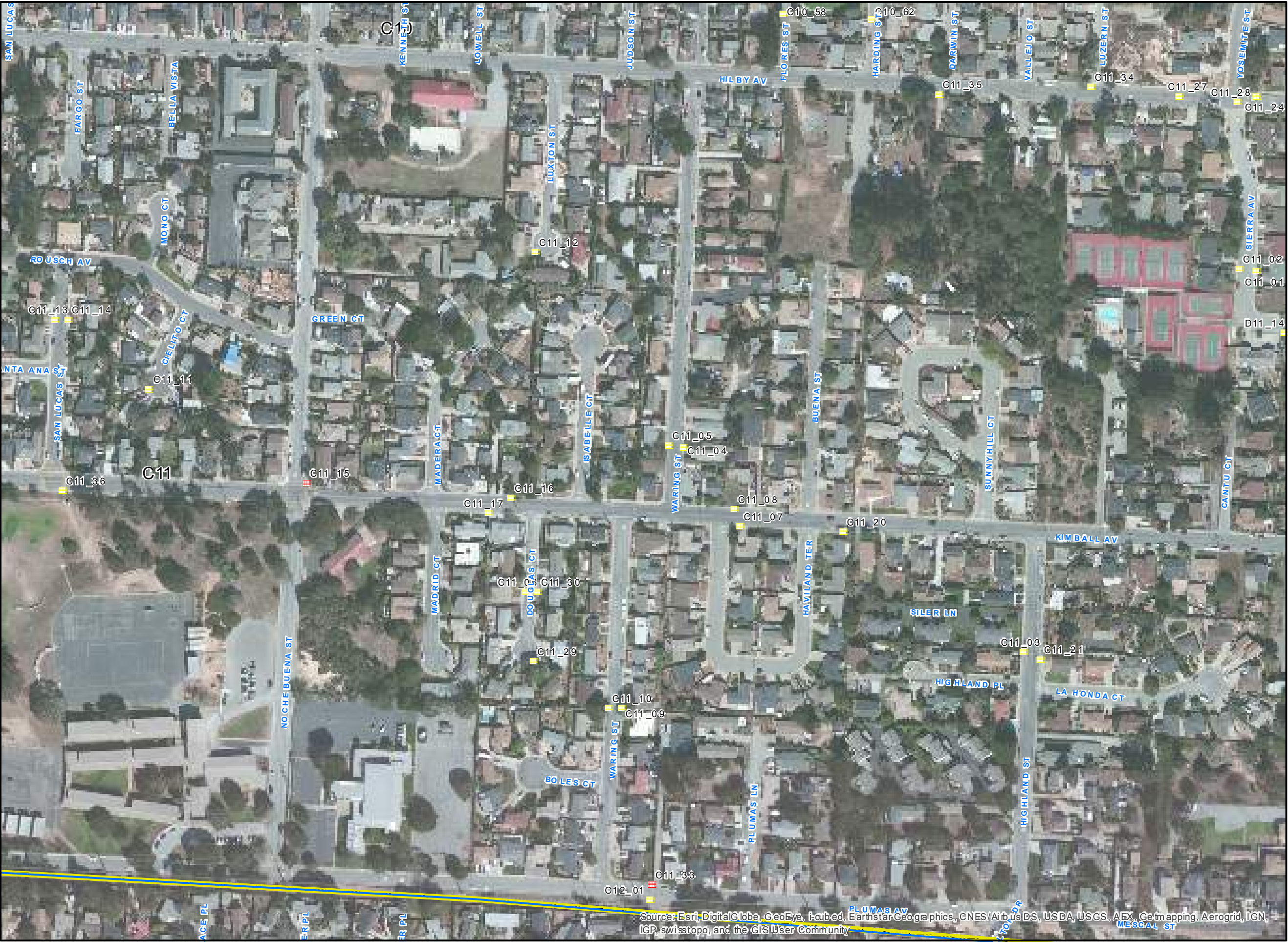




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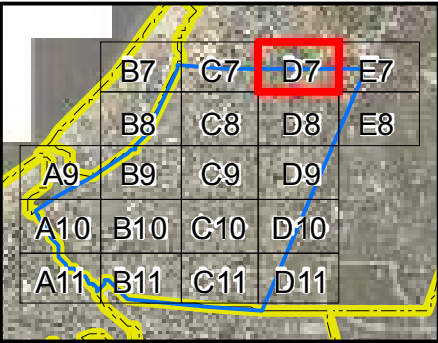
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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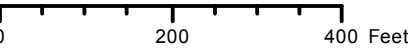
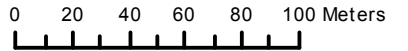
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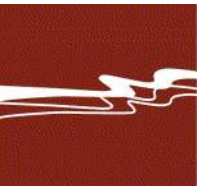


- Legend
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SHEET D7

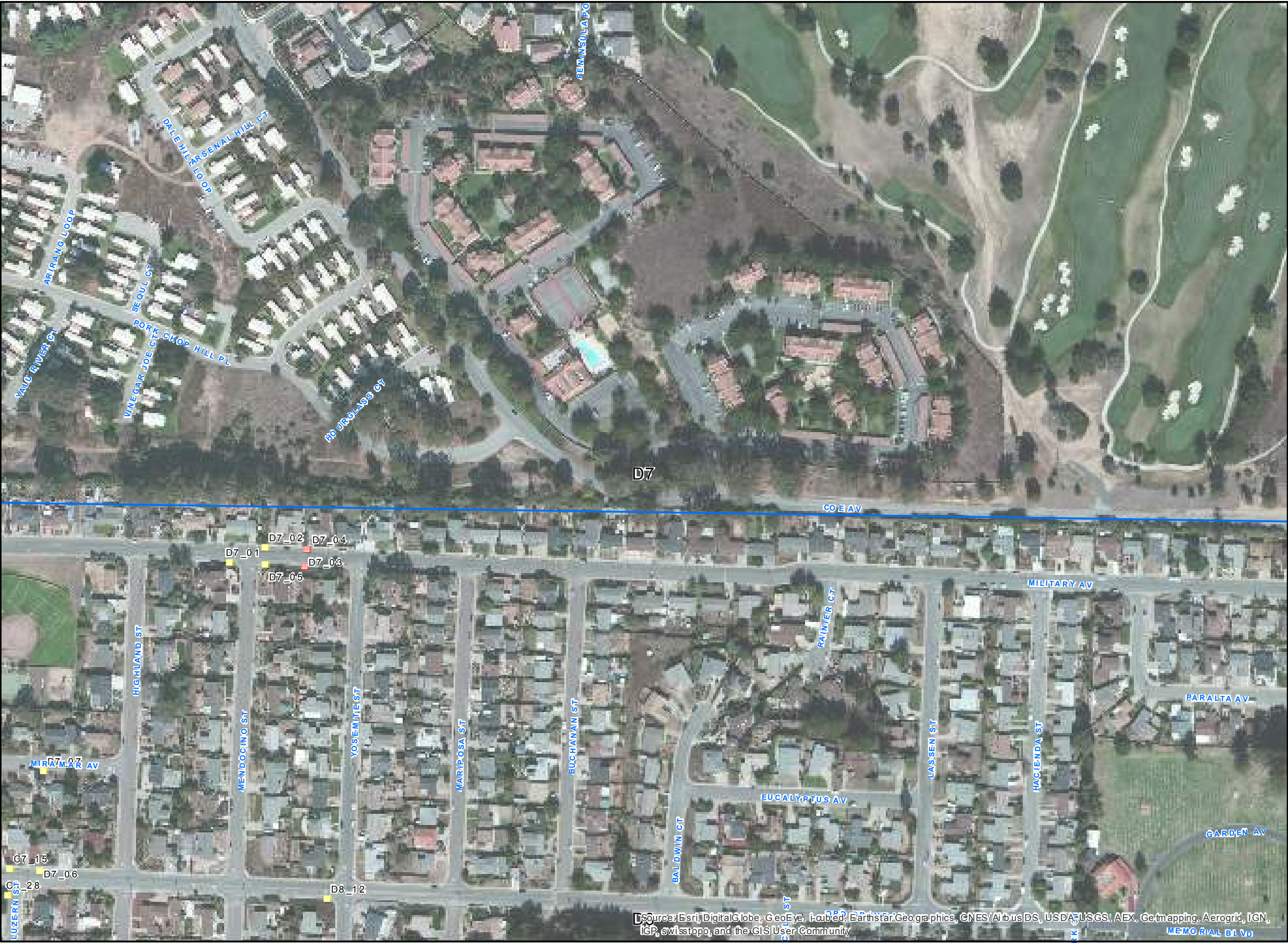




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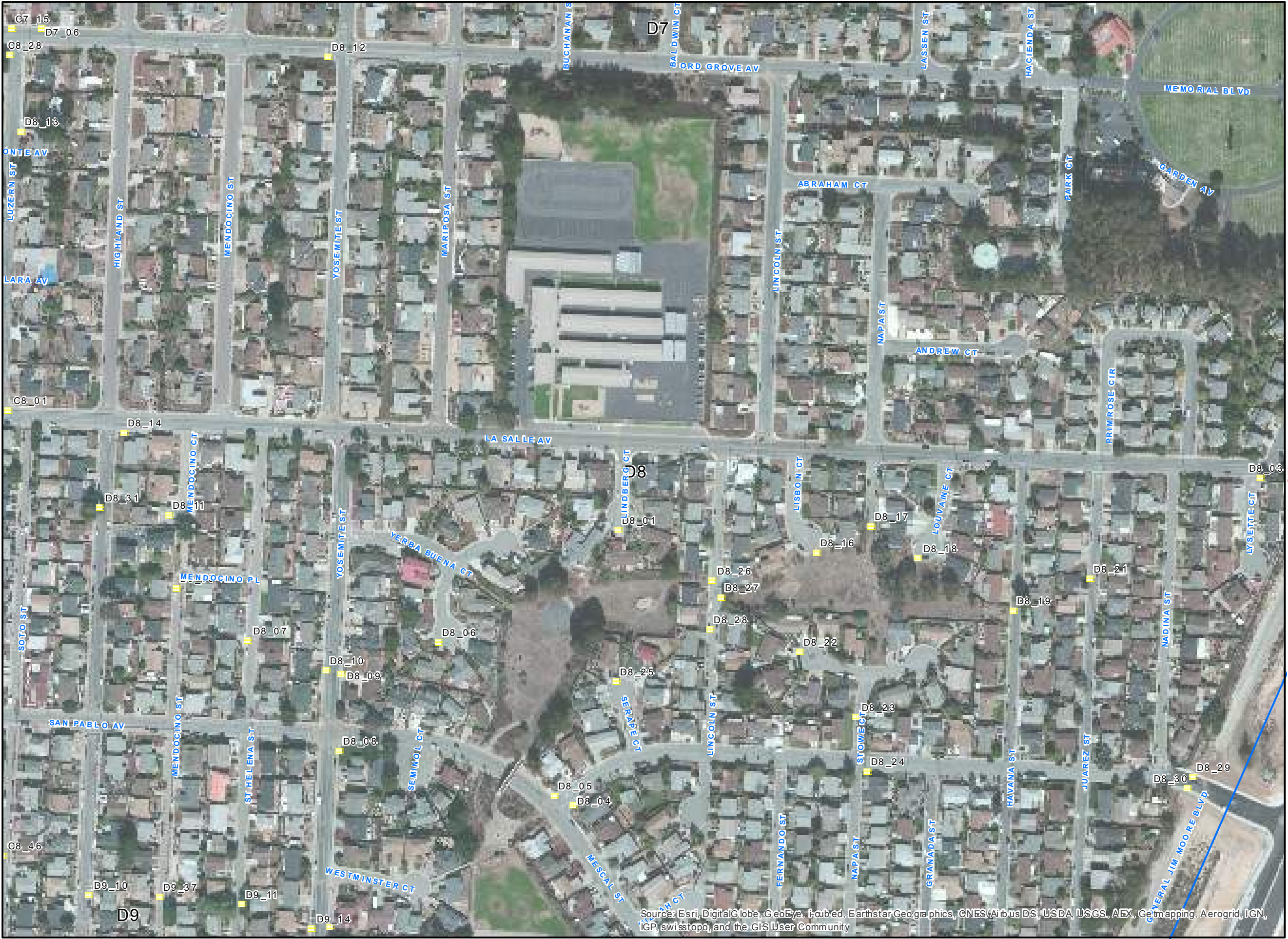
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D8

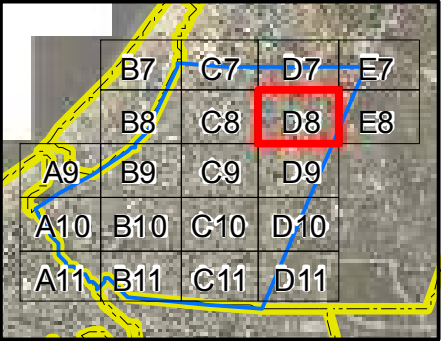


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Storm Water Catch Basin Grate Survey



- Legend**
- Bike Safe
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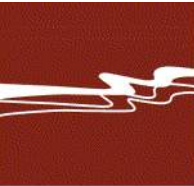


SHEET D8



0 20 40 60 80 100 Meters

0 200 400 Feet



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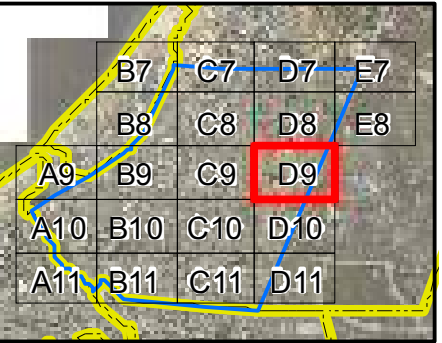
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Legend

- Bike Safe
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SHEET D9



0 20 40 60 80 100 Meters

0 200 400 Feet



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D10

C9



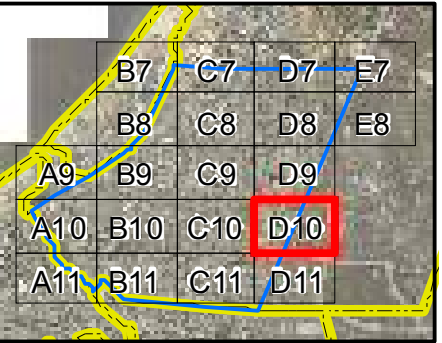
City of Seaside

Storm Water Catch Basin Grate Survey



Legend

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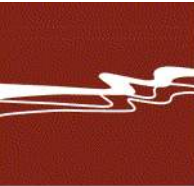


SHEET D10



0 20 40 60 80 100 Meters

0 200 400 Feet



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D11

C10

D10

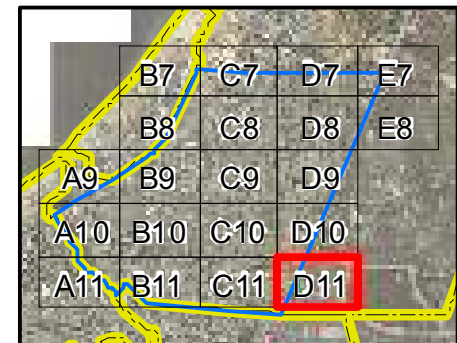
City of Seaside

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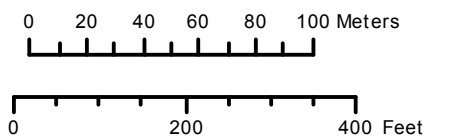


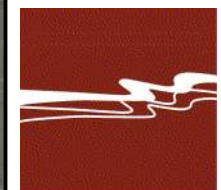
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SHEET D11





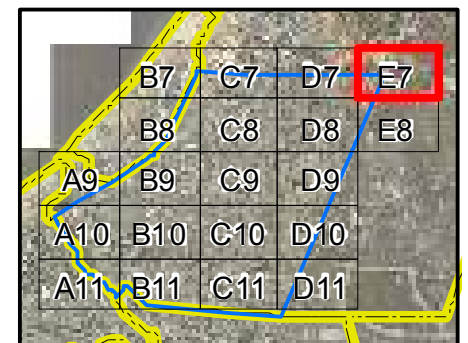
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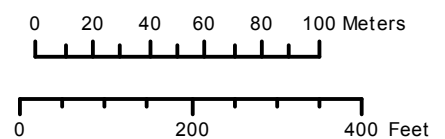
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SHEET E7



E7

E7

E8

D8



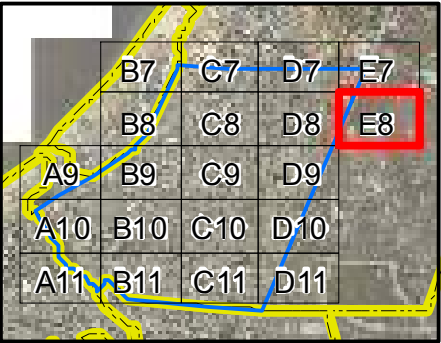
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Grate Survey



Legend

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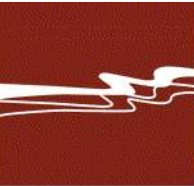


SHEET E8



0 20 40 60 80 100 Meters

0 200 400 Feet



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75-2 MISCELLANEOUS IRON AND STEEL

75-2.01 GENERAL

Section 75-2 includes specifications for fabricating miscellaneous iron and steel.

75-2.02 MATERIALS

75-2.02A General

Raised pattern plates must be commercial quality.

75-2.02B Frames, Grates, and Covers

Grates must be produced from one of the following:

1. Structural steel complying with either of the following
 - 1.1. ASTM A36/A36M
 - 1.2. ASTM A576, Grades 1021, 1022, 1026, 1029, or 1030
2. Ductile iron castings
3. Carbon-steel castings

Manhole frames and covers must comply with AASHTO M 306.

Galvanize cast iron manhole frames and covers for sidewalks after fabrication and before assembling component parts. Coat other cast iron items with commercial-quality asphalt except machined surfaces of manhole frames and covers for decks.

Drainage inlet frames and grates except those on bridges need not be galvanized or coated with asphalt.

Match-mark frames and grates and frames and covers in pairs before delivery to the job site. Grates and covers must fit into their frames without rocking.

75-2.03 CONSTRUCTION

Not Used

75-2.04 PAYMENT

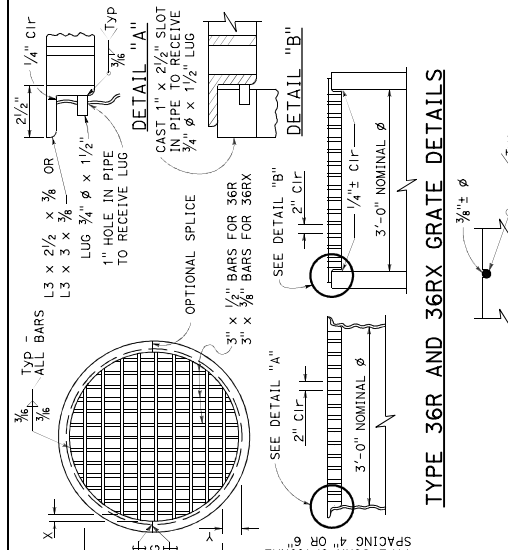
A frame and cover pair is 1 measurement unit. A frame and grate pair is 1 measurement unit.

TEST	COUNT	GRADE	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

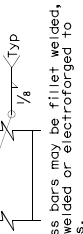
Raymond On-Isidro
REGISTERED CIVIL ENGINEER
April 19, 2013

Revised
Don: 12/10/08
C37332
Exp: 6-30-14

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TYPE 36R AND 36RX GRATE DETAILS



TYPE 18-8C AND 24-10C GRATE

TYPE 18-10 AND 24-13 GRATE

(Welded Steel)

SECTION F-F

SECTION G-G

SECTION E-E

SECTION D-D

SECTION C-C

SECTION B-B

SECTION A-A

SECTION H-H

SECTION I-I

SECTION J-J

SECTION K-K

SECTION L-L

SECTION M-M

SECTION N-N

SECTION O-O

SECTION P-P

SECTION Q-Q

SECTION R-R

SECTION S-S

SECTION T-T

SECTION U-U

SECTION V-V

SECTION W-W

SECTION X-X

SECTION Y-Y

SECTION Z-Z

SECTION AA-AA

SECTION BB-BB

SECTION CC-CC

SECTION DD-DD

SECTION EE-EE

SECTION FF-FF

SECTION GG-GG

SECTION HH-HH

SECTION II-II

SECTION JJ-JJ

SECTION KK-KK

SECTION LL-LL

SECTION MM-MM

SECTION NN-NN

SECTION OO-OO

SECTION PP-PP

SECTION QQ-QQ

SECTION RR-RR

SECTION SS-SS

SECTION TT-TT

SECTION UU-UU

SECTION VV-VV

SECTION WW-WW

SECTION XX-XX

SECTION YY-YY

SECTION ZZ-ZZ

SECTION AA-AA

SECTION BB-BB

SECTION CC-CC

SECTION DD-DD

SECTION EE-EE

SECTION FF-FF

SECTION GG-GG

SECTION HH-HH

SECTION II-II

SECTION JJ-JJ

SECTION KK-KK

SECTION LL-LL

SECTION MM-MM

SECTION NN-NN

SECTION OO-OO

SECTION PP-PP

SECTION QQ-QQ

SECTION RR-RR

SECTION SS-SS

SECTION TT-TT

SECTION UU-UU

SECTION VV-VV

SECTION WW-WW

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SECTION YY-YY

SECTION ZZ-ZZ

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SECTION BB-BB

SECTION CC-CC

SECTION DD-DD

SECTION EE-EE

SECTION FF-FF

SECTION GG-GG

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EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting VENDOR's indemnification of CITY, and prior to commencement of Work, VENDOR 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 that is satisfactory to CITY.

General liability insurance. VENDOR 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. VENDOR 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 VENDOR 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.

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

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

Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). VENDOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to CITY 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 CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR 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 VENDOR, his agents, representatives, employees or subVENDORS.

Primary/non-contributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by CITY 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 CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY'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, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by VENDOR or CITY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, CITY 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

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

Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the CITY 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 VENDOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to CITY 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.²

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, 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 CITY and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR'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. VENDOR agrees to ensure that its sub-VENDORS, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR 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. VENDOR agrees that upon request, all agreements with VENDORS, subcontractors, and others engaged in the project will be submitted to CITY for review.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY 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 CITY.

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha, Associate Planner

DATE: January 3, 2019

**SUBJECT: PROPOSED TEXT AMENDMENTS TO SEASIDE MUNICIPAL CODE
SECTIONS 6.04.165, PERMIT REQUIRED FOR BEES AND 17.52.020
ANIMAL KEEPING. (ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

Introduce and approve the first reading of a draft Ordinance to approve proposed text amendments to Seaside Municipal Code (SMC) sections 6.04.165 Permit Required for Bees and 17.52.020 Animal Keeping, subject to the findings and evidence contained therein enacting beekeeping as permitted by-right citywide.

BACKGROUND

Honeybees have lived in the area that is now Seaside since Spain founded a colony in Monterey, with and without the help of beekeepers, and continue to do so today. The European honeybees kept by beekeepers have been bred and selected for docile behavior for hundreds of years. Unlike yellow jackets and hornets, honeybees are very unlikely to sting unless in defense of the hive or when a bee is inadvertently caught against someone's skin. Unfortunately, many people who have been stung by aggressive yellow jackets or hornets will say they were "stung by a bee," leading to unfounded fears of honeybees (see Attachment 2). In Seaside, most natural cavities such as large hollow trees have been removed over the years and beekeepers are the best way to keep honeybee populations healthy and non-aggressive (aggressive hives are killed).

Honeybees have been in decline nationally and internationally due to pesticides and imported parasites. During the past ten years, there has been a major shift concerning municipal code regulations against bees, and as a result, many cities in the United States are exploring opportunities that would allow for beekeeping in both residential and commercial zones. The benefits of having pollinators such as honeybees in the urban environment are many, including that they help pollinate fruit trees and many other plants. Cities as large and diverse as San Francisco, Detroit, Atlanta, New York, Seattle, Portland, Denver, Spokane, Chicago, Toronto, Vancouver, and Los Angeles have recognized the importance of honeybees in an ecosystem and allow urban beekeeping. In many of these cities, urban beekeeping has resulted in entrepreneurs

and environmental advocates becoming involved in community education and outreach, partnerships with local businesses, stimulating the local economy, and other efforts aimed at increasing awareness of the critical role played by pollinators in the urban environment.

Locally, in 2016 the City of Monterey repealed its prohibition on beekeeping (see Attachment 3), the City of Del Rey Oaks repealed and replaced their beekeeping ordinance in 2017 (see Attachment 4), and the City of Pacific Grove allows for honeybees in a similar manner as it allows for chickens (Attachment 5). Marina, San City and Carmel do not have beekeeping ordinances.

Seaside Municipal Code section 6.04.165 *Permit Required for Bees* requires the City Council make a determination that the maintenance of beehives will not be a public or private nuisance, nor detrimental to the property values or human health or safety, prior to approving a Use Permit for beekeeping in the city. Additionally, the code allows for conditions and operating limitations to be added to the permit based on the land use characteristics of the parcel. Since the ordinance was enacted in 1986, only one Use Permit (13-06, see Attachment 6) has been issued to a residential beekeeper and the following conditions were added to the permit:

1. No more than three bee hives may be maintained on the project site.
2. All bee colonies shall be kept in hive boxes consisting of movable frames and combs.
3. Hive boxes must be kept in sound usable condition at all times.
4. Hive box entrances shall face away from side and rear property lines.
5. A six foot fence of vegetative barrier must be maintained along the side and rear property lines of the residential parcel.
6. A water source for bees shall be provided at all times on the property near where the bees are kept to discourage bee visitation at swimming pools/hot tubs, hose bibs, and other water sources on adjacent public or private property.
7. Nuisance – bees or hives shall be considered a public nuisance when any of the following occurs:
 - a. Colonies of bees exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.
 - b. Colonies of bees swarm.
 - c. Bees or hives do not conform to proper sanitary and property maintenance standards.
 - d. Hives become abandoned by resident bees or property owner.

The proposed amendments incorporate some of the previously applied conditions of approval, from nuisance regulations to hive placement and limits on the number of beehives allowed on a property. If approved, the proposed amendments will simplify a cumbersome permitting process, while at the same time setting necessary use and nuisance regulations. Additionally, enacting beekeeping as permitted by-right has the potential to create opportunities to encourage and engage the community to actively participate in environmental stewardship through beekeeping (Attachment 7).

ENVIRONMENTAL REVIEW

The enactment of this ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to guidelines section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. In addition, CEQA

guidelines section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, directly or indirectly as the placement of beehives would not interfere with views and or cause any noise, odors, air quality impacts or traffic related impacts. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as project pursuant to CEQA guidelines section 15061(b)(3), this ordinance is not subject to CEQA review.

STAFF ANALYSIS

The proposed code amendments address nuisance regulations in 6.04.165, use regulations in 17.52.020, and eliminate the requirement of City Council approval of a use permit for beekeeping. Additionally, the proposed regulations incorporate some of the conditions of approval previously attached to a City Council-approved use permit for beekeeping. These inclusions were informed by discussions with local beekeepers about honeybee behavior, needs, and habitat preferences.

Seaside's Environmental Committee investigates and advocates sound environmental policy and action in the areas of air quality, water quality, energy and waste management, flora and fauna protection and community planning. The committee's annual work plan specified their involvement with the proposed beekeeping amendments. Staff has coordinated with the Environmental Committee of Seaside in drafting the proposed amendments, which involved analyzing Seaside's existing code, the codes of nearby jurisdictions and consulting a local, experienced beekeeper. The Environmental Committee has expressed their support of the proposed amendments to the SMC, as communicated in a memorandum (Attachment 8) addressed to the Planning Commission from the perspective of a land use regulation and how such an activity can be included as an innocuous accessory use of a commercial or residential property

The following findings support the suggested recommendation of approval:

1. The proposed text amendments to Sections 6.04.165 and 17.52.020 of the Seaside Municipal Code are consistent with the goals and policies of elements of the General Plan.

Evidence: General Plan Goal Conservation and Open Space - 4 specifies: "Preserve and protect the sensitive habitats and species within the community." Pollinator decline, including that of honeybees, must be prevented through preservation and protection measures in order to assist in the repair of a fragile and sensitive species.

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

Evidence: The proposed amendments clearly define beekeeping nuisance regulations aimed at protecting the health, safety, convenience, and welfare of the City. Additionally, the environmental benefits associated with beekeeping are beneficial to the biological health and diversity of the City. The amendments will not create significant impacts or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or

adverse to the public interest, health, safety, convenience, or welfare of the City.

3. The proposed amendments are internally consistent with other applicable provisions of the Seaside Municipal Code.

Evidence: The proposed amendments will provide thorough and specific beekeeping regulations in both Title 6 (Animals) and Title 17 (Zoning Ordinance) of the SMC and will not interfere or contradict any municipal code requirements.

At a special meeting held on December 17, 2018, the Planning Commission of the City of Seaside held a duly noticed public hearing to consider the adoption of the proposed text amendments. Following the closure of the public hearing, the Planning Commission adopted a Resolution recommending approval of this Ordinance to the City Council.

CONCLUSION

City staff recommends the City Council vote to approve the first reading of the draft ordinance of proposed text amendments to Seaside Municipal Code (SMC) sections 6.04.165 (Permit Required for Bees) and 17.52.020 (Animal Keeping), subject to the findings and evidence contained therein enacting beekeeping as permitted by-right citywide.

FISCAL IMPACT

There is no fiscal impact to the city.

ATTACHMENTS

1. Attachment 1 Draft Ordinance
2. Attachment 2 NAPPC No Fear Brochure
3. Attachment 3 Monterey Ord. 3537
4. Attachment 4 Del Rey Oaks Ord. 290
5. Attachment 5 Pacific Grove Animal Permit
6. Attachment 6 Seaside UP 13-06
7. Attachment 7 Beekeeping Articles
8. Attachment 8 EC Memo
9. Attachment 9 Planning Commission Approved Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO. ##

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE,
ADOPTING PROPOSED TEXT AMENDMENTS TO SEASIDE MUNICIPAL
CODE SECTIONS 6.04.165 AND 17.52.020, ENACTING BEEKEEPING AS
PERMITTED BY-RIGHT CITYWIDE.**

THAT THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Proposed text amendments to Seaside Municipal Code Sections 6.04.165 and 17.52.020, enacting beekeeping as permitted by-right citywide.

FINDINGS

- A. At a regularly scheduled meeting of the Environmental Committee on November 13, 2018, the committee voted to sign a memorandum of support for the proposed text amendments, as the committee considers beekeeping to be an opportunity that will positively impact the City of Seaside by contributing to a healthier, more sustainable, and resilient environment.
- B. At a special meeting held on December 17, 2018, the Planning Commission of the City of Seaside held a duly noticed public hearing to consider the adoption of the amendments described under Section 1. Following the closure of the public hearing, the Planning Commission adopted a Resolution recommending approval of this Ordinance to the City Council.
- C. At a duly noticed public hearing held on January 3, 2019, the City Council considered both oral comments and written information and introduced the first reading of the text amendments.
- D. At a duly noticed public hearing held on January 3, 2019, the City Council hereby adopts the following findings in support of its action to adopt the proposed text amendments:
 - a. The proposed text amendments to Sections 6.04.165 and 17.52.020 of the Seaside Municipal Code are consistent with the goals and policies of elements of the General Plan.

- b. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
 - c. The proposed amendments are internally consistent with other applicable provisions of the Seaside Municipal Code.
- E. The Seaside City Council may initiate an amendment to the Seaside Municipal Code in accordance with SMC Section 2.02.380.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The enactment of this ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, directly or indirectly as the placement of beehives would not interfere with views and or cause any noise, odors, air quality impacts or traffic related impacts. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as project pursuant to CEQA Guidelines section 15061(B)(3), this ordinance is not subject to CEQA review.

SECTION 3. PROPOSED TEXT AMENDMENTS

This ordinance incorporates the following text amendments into Seaside Municipal Code Section 06.04.165 (Permit Required for Bees) and Section 17.52.020 (Animal Keeping) of the Seaside Municipal Code. Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline)

6.04.165 ~~Permit required for bees.~~ **Beekeeping Nuisances**

~~A. Any person desiring to maintain bees or bee swarms in boxes or hives within the city limits must first obtain a permit from the city council after a finding by the city council that the maintenance thereof will not be a public or private nuisance, nor detrimental to property values or human health or safety.~~

~~B. Any permit issued by the city council may be subject to such conditions and time limitations as the council deems appropriate, and is subject to revocation or~~

~~modification after public hearing on ten days' written notice to the permittee.~~
(Ord. 709 § 1, 1986)

A. Honeybees or beehives shall be considered a public nuisance when any of the following occur:

- 1. Honeybees exhibit unprovoked defensive behavior against humans or animals.**
- 2. Honeybees interfere with the normal use of neighboring properties, including detrimental impacts to property values or human health or safety.**
- 3. Hives become abandoned by the property owner.**

17.52.020 Animal Keeping

E. Beekeeping Standards. Refer to Municipal Code Section 6.04.165 **for beekeeping nuisance regulations.**

- 1. No more than three beehives may be maintained on any site.**
- 2. Beehives shall not be considered structures or accessory structures.**
- 3. Beehives shall be kept in sound usable conditions at all times.**
- 4. Beehives shall be placed in a location on the subject property such that beekeeping activities do not adversely impact neighboring properties.**

SECTION 4. EFFECTIVE DATE

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

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 3rd day of January, 2019.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of ____, 2019, by the following vote:

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

Ian Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



Photo Jillian Cowles

Bee Facts

Native bees are mostly small and go unnoticed. Bumble bees are colorful giants compared with most bees.

- ✿ Less than half of the world's bees are capable of stinging. Only female bees sting.
- ✿ Foraging bees collect pollen and nectar to feed their young and themselves. They are not flying around looking for someone to sting!
- ✿ You are completely safe watching bees as they fly from flower to flower.
- ✿ Most bees only sting if you pinch or step on them, or they get caught in clothing.
- ✿ Honey bees and some bumble bees are defensive within 10 or 20 feet of their nests. Keep back.
- ✿ Keep children from disturbing bee or wasp nests.
- ✿ Ground-nesting yellow jackets are likely to sting and pollinating bees get the blame.
- ✿ Yellow jackets are minor pollinators. The best approach to eliminate yellow jackets is to set queen traps in the spring before they establish new nests.



The **North American Pollinator Protection Campaign (NAPPC)** is a collaborative body of over 140 organizations that work for the protection of pollinators across Mexico, Canada and the United States.

The **NAPPC Garden Task Force** produced this brochure for your use and information. Feedback is welcome. For more information and to learn about the fascinating lifestyles of native solitary bees and social bees like the bumble bees or the honey bees please contact info@pollinator.org or **415-362-1137** or visit www.pollinator.org.

Visit
www.pollinator.org/brochures.htm
to order copies of this brochure.



NAPPC

**POLLINATOR
PARTNERSHIP**

Inviting Bees to Your Property

No Fear of Stings!

**Prepared by the
Garden Task Force of the
North American Pollinator Protection
Campaign (NAPPC)**



Photo Paul Williams

Bees and Other Pollinators are Your Gardening Friends: But, Won't I Get Stung?

Humans could not exist without pollinating insects, especially solitary bees, bumble bees, and honey bees. Pollinators provide humankind with 35% of our diet along with beverages, fibers, and medicines. Colorful fruits and vegetables containing nutrients and health-giving anti-oxidants sustain us and give us pleasure. Without bees, our diets would be restricted to bland starchy foods, wind-pollinated cereal grains.

Many people are wary, if not fearful, of insects such as bees and wasps. We don't like to get stung. Only about 0.5% of children and 3% of adults have actual sting allergies from bees, wasps, and ants which could, if untreated, lead to systemic reactions. The risk of a sting from bees in your yard or garden is very small, especially with a bit of advance knowledge.

This brochure will help reduce your insect anxiety while promoting an outdoor lifestyle that could include walking, hiking, gardening, taking photographs, or appreciating the beauty of wildflowers and nature. By trying some of these simple tips you may come to appreciate the beauty and fascination of watching pollinators at work.

Photo Steve Buchmann

More About Bees and Avoiding Stings

Social vs. Solitary – Two Kinds of Bees

Social bees live together as a unit. This includes honey bees which form a colony and divide the work of the hive into different jobs and bumble bees who live in small colonies but do not have individualized job descriptions. Think of solitary bees, mostly ground-nesting bees, as single moms with families at home to feed. Male bees will also visit flowers but only collect nectar as flight fuel. Foraging bees are solely focused on gathering food.

The Stinging Truth

Unlike cartoons and Hollywood movies, bees are not flying around looking for people and pets to sting. You can safely get within inches of bees visiting flowers and not get stung. People get stung when they harass bees at their nests, step on or pinch them, or they become entangled in folds of clothing. Stay away from social bee nests (honey bees) which may be underground or in trees.



Visit
www.pollinator.org
or
www.nappc.org
for more information.

Photo Steve Buchmann

Non-Allergic Reactions

In most cases, bee stings are annoying, but do not require treatment. Swelling or pain at the sting site are not the result of allergic reactions and will diminish with time. Remove any stinger that remains by scraping it away (a credit card works perfectly) or removing it with a tweezer. Apply an ice pack to reduce swelling. Wash the area with soap and water and apply hydrocortisone. Take an antihistamine to reduce swelling.

Allergic Reactions

Some people may have an allergic reaction (even some who do not know they are allergic to stings). A very small proportion of the adult population (3%) and children (about 0.5%) are allergic to bee stings and are at risk of possible systemic reactions including anaphylactic shock. If someone experiences nausea, wheezing, or difficulty breathing following a sting, or if they are stung multiple times, they should seek immediate medical care. This is rare, but is an early systemic symptom of anaphylactic shock.

You are more at risk of being struck by lightning (about 700 fatalities per year) than dying from a bee sting. For example, in the U.S. population, only 40 people out of 310 million people die from stings in a typical year. Many of these incidents are actually from wasp or ant stings rather than native bees or honey bees. Ground-nesting yellow jacket wasps (*Vespula* species) are defensive around their populous nests.

What About “Killer Bees”?

African honey bees (*Apis mellifera scutellata*) were accidentally unleashed on the Americas

and have mated with the existing honey bees to form Africanized honey bees, a very effective pollinator which has a more defensive nature than other honey bees. These bees are making their way northward and can currently be found in about 6 southern border states in the U.S. and in Mexico. It is a good idea to give these bees (almost indistinguishable from other honey bees based on their looks) a much wider berth – keep away from their nests, and if a nest is accidentally disturbed or you encounter a swarm, leave the area.

Reduce that Risk – Safety Tips

Nests: Keep back from honey bee nests in the ground. Watch from a safe distance of 20 or 30 feet. Do not run over bee nests with a lawn mower. If you are barefoot, watch where you step. Do not ride horses near a known honey bee nest. Don’t let children throw rocks at their nests.

Actions: Try not to wear dark clothing, strong perfume, or move quickly when passing by honey bee nests. These actions, along with carbon dioxide in exhaled breath, could stimulate the guard bees to sting.

Help Bees and They will Help You

Garden tips: When we mulch pathways or landscape with large areas of concrete, we destroy the sunny flat bare ground areas that most nesting female bees need to raise their young. Leave bare patches for ground nesting bees. Provide bare ground, twigs, and dead limbs for nests and lots of flowers for nectar and pollen. Use few or no



Photo Steve Buchmann

pesticides in a pollinator garden, or spray when bees aren’t active. Try to use locally adapted native wildflowers or old-fashioned heirloom varieties, which produce more nectar and pollen than modern hybrids. Plant in enticing clumps of 5 or 6 plants of the same kind. In turn, you will be rewarded with bountiful healthy crops and lifestyle by being outdoors. If you are growing a vegetable garden, or have fruit trees, pollinating bees are your allies. They do the busy work, making thousands of trips moving pollen from flower to flower resulting in larger and tastier vegetables and fruits even in varieties that normally self-pollinate.



ORDINANCE NO. 3537 C.S.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MONTEREY

REPEAL MONTEREY CITY CODE SECTION 6-7 THAT PROHIBITS KEEPING OF BEES

THE COUNCIL OF THE CITY OF MONTEREY DOES ORDAIN, as follows:

SECTION 1:

WHEREAS, bees are beneficial to the environment and to a community's flora, increasing the health of its flower gardens, wildflowers, fruits, and vegetables;

WHEREAS, bee products benefit immune systems, hair and skin, and provide anti-bacterial properties;

WHEREAS, pesticides have wiped out many of the native varieties of honey bees in the U.S. and populations also suffer from parasites and disease;

WHEREAS, allowing beekeeping could result in these benefits to the community, and would be subject to the City's nuisance ordinance should nuisance issues occur;

WHEREAS, the County Office of the Agricultural Commission enforces state laws governing the keeping of bees and is available to respond to nuisance complaints;

WHEREAS, M.C.C. Section 6-7 currently prohibits the keeping of bees; and

WHEREAS, the City of Monterey determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW THEREFORE, the Monterey City Council declares as follows:

SECTION 2: Monterey City Code, Chapter 6, Section 6-7 is hereby deleted.

SECTION 3: All ordinances and parts of ordinances in conflict herewith are hereby

repealed.

SECTION 4: This ordinance shall be in full force and effect thirty (30) days from and after its final passage and adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF MONTEREY this 1st day of March, 2016, by the following vote:

AYES:	5	COUNCILMEMBERS:	Barrett, Downey, Haffa, Smith, Roberson
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None

APPROVED:

ATTEST:



Mayor of said City



City Clerk thereof





CITY OF DEL REY OAKS

Staff Report

DATE: October 24, 2017

TO: Honorable Mayor and City Council

FROM: Danial D. Pick, City Manager

SUBJECT: Beekeeping in Del Rey Oaks

CEQA: This ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15061(B)(3), this ordinance is not subject to CEQA review.

RECOMMENDATION: Introduce and hold a first reading of an ordinance repealing and replacing sections 6.12.010 and 6.12.020 of the Del Rey Oaks Municipal Code related to beekeeping.

BACKGROUND:

The honey bee (*Apis mellifera*) is a critical pollinator for flowers, fruits, and vegetables. Honey bees around the world. Unfortunately, bees are being driven to extinction by pesticides and other environmental toxins. This is known as Colony Collapse Disorder and is devastating wild and domestic honey bee populations, especially in North America and Europe.

SUMMARY AND DISCUSSION:

Due to Colony Collapse Disorder, cities in the United States and other parts of the world are increasing recognizing the importance of allowing beekeeping within their jurisdictions. Honey bees are being kept with great success in backyards, public gardens, and on balconies and rooftops in many urban areas.

Locally, the City of Monterey recently repealed its prohibition on beekeeping. Pacific Grove takes an informal approach, using the same process as it does for allowing chickens. Statements made by staff in both cities relate essentially problem-free results of beekeeping in their jurisdictions. In Seaside, Gloria Sterns, the Economic Development Program Manager, is working to relax that city's current restrictive ordinance. Carmel, Sand City, and Marina have no beekeeping ordinances.

The City of Milwaukee, Wisconsin originally had concerns that allowing beekeeping in its urban environment would create numerous problems, when in fact there have been none. Chicago has a number of successful beekeeping organizations; hives are kept in such diverse places as public schools, community gardens, parks and rooftops from restaurants to City Hall. Montreal, in addition to other beekeeping avenues, and in partnership with other social services, has a program teaching men who are currently homeless about beekeeping. Paris has over 700 honey bee hives on city roofs and in public gardens.

Given the importance of honey bees in our environment, the decimation of honey bee population in the industrialized world, and the success of beekeeping in places as diverse as Monterey, Chicago, and Paris, staff recommends allowing honey beekeeping within the City of Del Rey Oaks.

FISCAL IMPACTS:

This ordinance amendment will have no financial impact as the costs of its implementation and regulation will be funded by the permit fee required.

RECOMMENDED ACTION:

Introduce and hold a first reading of an ordinance repealing and replacing sections 6.12.010 and 6.12.020 of the Del Rey Oaks Municipal Code related to beekeeping.

ATTACHMENTS:

1. Ordinance

Respectfully Submitted,

Dino Pick
City Manager

ORDINANCE NO. 290
AN ORDINANCE REPEALING AND REPLACING DEL REY OAKS MUNICIPAL CODE
SECTIONS 6.12.010 AND 6.12.020 RELATED TO BEEKEEPING

WHEREAS: Del Rey Oaks Municipal Code Chapter 6.12, Sections 6.12.010 and 6.12.020 currently prohibit the keeping of honey bees; and

WHEREAS, honey bees (*Apis mellifera*) are beneficial to the environment and to a community's flora, increasing the health of its flower gardens, wildflowers, fruits, and vegetables;

WHEREAS, honey bee products such as honey and pollen benefit immune systems, hair and skin, and have antibacterial and wound-healing properties among other benefits;

WHEREAS, said products are high in nutritional value and, along with beeswax, are a local, renewable and a sustainable resource;

WHEREAS, pesticides and other environmental toxins have decimated many native honey bee colonies in the U.S., and many existing colonies are suffering from parasites and disease;

WHEREAS, honey bees are successfully kept in small backyards, on balconies, and on rooftops in urban areas with little, if any, impact upon adjacent property owners;

WHEREAS, allowing honey beekeeping will result in many benefits to the community and its residents, and be subject to the City's nuisance ordinance in case nuisance issues arise; and

WHEREAS, enactment of this ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15061(B)(3), this ordinance is not subject to CEQA review.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEL REY OAKS as follows:

SECTION 1: Sections 6.12.010 and 6.12.020 are hereby repealed in their entirety and replaced by the following:

6.12.010 Beekeeping

A. **Limitation Generally.** No person shall keep any honey bees (*Apis millefera*) except as specifically authorized in this Section.

B. **Permit Required.** No person shall keep any honey bees without having first obtained a use permit from the City. Permits required by this Section shall be issued by the City Manager, or their designee, and shall be subject to a fee established by the resolution of the City Council. The permit of any person who fails to comply with the provisions of this Section may be suspended or revoked by the City Manager, or their designee. Any aggrieved person may appeal a suspension or revocation within fifteen (15) days of its issuance. Such appeal shall be subject to a fee established by the resolution of the City Council. **Neighbor Notification.** All neighbors within 200 feet of a proposed location where honey bees are to be kept shall be notified at least twenty (20) days before a permit is issued.

C. **Location of Beehives.** Beehives shall be located in side or rear yards only, and shall be situated behind solid screening or fencing that is at least six (6) feet in height. Bee keeping shall be considered an accessory use in all zones and beehives shall be considered accessory structures. All current zoning, building, and setback requirements for such structures shall apply to bee keeping and beehives.

D. **Water.** It shall be the duty of every person owning, controlling, or maintaining bees or a beehive to provide adequate water for the bees to prevent bees from seeking water in neighboring pools, birdbaths, ponds, or other bodies of water.

E. **Swarming.** It shall be the duty of every person owning, controlling, or maintaining bees or a beehive to maintain them in such a manner so as to prevent the swarming and aggressive behavior of bees.

F. Any person keeping bees or a beehive shall allow City administrative enforcement officers to enter the premises where bees or a beehive is kept to ensure compliance with this Chapter 6.12.

G. **Keeping Honey Bees for Commercial Purposes Prohibited.** Bees may be kept only for personal use, and no person shall keep any bees for the purpose of commercial activities.

6.12.020 Violation

Any violation of this Chapter 6.12 shall be deemed a nuisance and may be abated as provided for by law. Violations shall also be subject to administrative, civil, or criminal enforcement.

SECTION 2. Environmental Determination. The City Council finds the enactment of this ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect

on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15061(B)(3), this ordinance is not subject to CEQA review.

SECTION 3. This ordinance shall take effect thirty (30) days following its final adoption.

SECTION 4. The City Manager and City Clerk are directed to perform all tasks necessary to implement this ordinance.

SECTION 5. Severability. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 6. Publication. The City Clerk of the City of Del Rey Oaks, California, is hereby directed to publish in a newspaper of general circulation.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF DEL REY OAKS this _____ day of October, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jerry B. Edelen, Mayor

ATTEST:

Danial Pick, City Manager



Permit #:

Application for Animal Keeping Permit

Address: _____

Description of Animal(s): _____

Reason for Animal Keeping Permit: _____

Number of Animals: _____

Length of Event requiring Animal Keeping Permit: _____

Owner Contact Information:

Address: _____

Phone: _____

Email: _____

Permit Findings, Per 10.08.030: (to be completed by planner)

Updated 2-27-14

10.08.030 Permit – Required for certain animals

In any of the following cases, animals may be maintained within the city limits upon first obtaining a permit from the city manager, or his/her designated representative, after a finding that the maintenance thereof will not be a public or private nuisance, nor detrimental to property values or human health or safety:

- (a) Cats and/or dogs in excess of the limits prescribed in PGMC [10.08.020](#);
- (b) Bees and bee swarms in boxes or hives;
- (c) Chickens;
- (d) Where the animal or animals will be used exclusively for educational and/or scientific purposes and that their presence in the city will not be contrary to the purposes of this chapter or offensive to the owners or occupants of any property within the city;
- (e) Where the restrictions and regulations of this chapter impose substantial hardship on the applicant which is singular and peculiar to him or her by reason of the nature of his or her property and his or her proposed use of the animal or animals (as distinguished from the characteristics or propensities of the applicant);
- (f) The animal or animals are to be used for a temporary period of time in connection with a promotion, display or theatrical-type exposition, circus or performance and appropriate safeguards will be employed to protect the public health, safety and welfare.

RESOLUTION NO. 13-86

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE,
APPROVING A USE PERMIT APPLICATION FOR THE ISSUANCE OF
A BEE KEEPING PERMIT AT
2060 BALDWIN COURT.**

WHEREAS, Paul and Ellen Gaucher, property owners, and Ellen Gaucher, applicant, have applied for a use permit to allow the placement of three bee hive boxes on a residential parcel for the issuance of a bee keeping permit.

WHEREAS, in accordance with Section 6.04.165 of the Seaside Municipal Code it is the responsibility of the City Council to consider and weigh the merits of the requested bee keeping permit in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code ; and

WHEREAS, the City Council held a duly noticed Public Hearing on October 17, 2013 and considered oral comments and written information concerning the requested bee keeping permit; and

WHEREAS, the project is exempt from environmental review subject to Class 1, Section 15301(a): based on the following evidence:

Evidence After visits to the site, City staff has concluded that granting the fence exception would not result in a traffic-related safety hazard, visible impairment at an intersection or an adjoining driveway, or compatibility issues with the surrounding neighborhood.

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the following findings for Use Permit Application No. UP-13-06:

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code; consistent with e General Plan, design, location, size and operating characteristics of the proposed activity, the site is physically suitable for the type, density, and intensity, and granting the permit would not be detrimental to the public interest, health, safety, convenience or welfare of the City.

Evidence: The location, size, design, and operating characteristics of the proposed bee hive boxes are compatible with the residential use on the project site and adjoining residential properties in which the proposed use is to be located; will not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

Evidence: The proposed use is consistent and in harmony with the Low Density General Plan Land Use Designation and RS-8 (Single Family Residential) Zoning District.

2. The approval of the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA).

Evidence: In accordance with Section 15303(d) (New Construction) of the California Environmental Quality Act (CEQA), the placement of limited new structures involving negligible or no expansion of use are categorically exempt from the provisions of CEQA. The proposed project will consist of establishing three bee hive boxes near the northeast corner of the residential parcel to accommodate a bee hive colony. All existing utilities (Electricity, Sewer, Water) are available to service the project.

BE IT FURTHER RESOLVED, that the Planning Commission approves Conditional Use Permit Application No. 13-06 subject to the following conditions:

1. Except as modified by the conditions of approval, the plans submitted for a Building Permit must be in compliance with the plans provided as Attachment 2.
2. The Conditional Use Permit approval is subject to revocation procedures contained in Section 17.70.090 SMC in the event any of the terms of this approval are violated or if the uses are conducted or carried out in a manner so as to adversely affect the health, welfare or safety of persons residing or working in the neighborhood.
3. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that they will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The applicant will reimburse the City for any court costs and attorney's fees which the City may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of City Counsel or concurrent with the issuance of permits, use of the property, whichever occurs first and as applicable. The City shall promptly notify the applicant of any such claim, action or proceeding and the City shall cooperate fully in the defense thereof. If the City fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the applicant shall not thereafter be responsible to defend, indemnify or hold the City harmless.
4. No more than three bee hives may be maintained on the project site.
5. All bee colonies shall be kept in hive boxes consisting of moveable frames and combs.

6. Hive boxes must be kept in sound useable condition at all times.
7. Hive box entrances shall face away from side and rear property lines.
8. A six-foot fence or vegetative barrier must be maintained along the side and rear property lines of the residential parcel.
9. A water source for bees shall be provided at all times on the property near where the bees are kept to discourage bee visitation at swimming pools/hot tubs, hose bibs, and other water sources on adjacent public or private property.
10. Nuisance – bees or hives shall be considered a public nuisance when any of the following occurs:
 - a. Colonies of bees exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.
 - b. Colonies of bees swarm.
 - c. Bees or hives do not conform to proper sanitary and property maintenance standards.
 - d. Hives become abandoned by resident bees or property owner.
11. Where it is necessary to make an inspection of the project site to enforce the provisions of the Seaside Municipal Code, or where there is reasonable cause to believe that there exists a violation of the Seaside Municipal Code which may cause health or safety hazards to the community, the Animal Control Officer is authorized to enter upon private property at reasonable times to inspect or to perform duties authorized by the Seaside Municipal Code. If entry is refused or if the owner could not be located, the Animal Control Officer shall have recourse to the remedies provided by law to secure entry and/or cause removal of the bee hives in protection of the general health, safety, and welfare of the community.
12. The project shall comply with the requirements and the applicable ordinances of the Monterey Peninsula Water Management District (MPWMD).
13. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner on the Signature Page provided as Attachment 1 within 15 days from the date of its approval.
14. Project approval will become null and void if a building permit is not obtained within one year from date of approval to begin construction on the project.
15. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of October, 2013 by the following vote:

AYES:	4	COUNCIL MEMBERS	Alexander, Oglesby, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	1	COUNCIL MEMBERS	Edwards
ABSTAIN:	0	COUNCIL MEMBERS	None

Ralph Rubio, Mayor

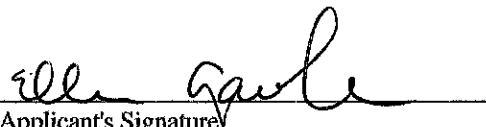
ATTEST:

Lesley E. Milton, City Clerk

Resolution No. 13-86
USE PERMIT APPLICATION NO. UP-13-06

These permits are hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.

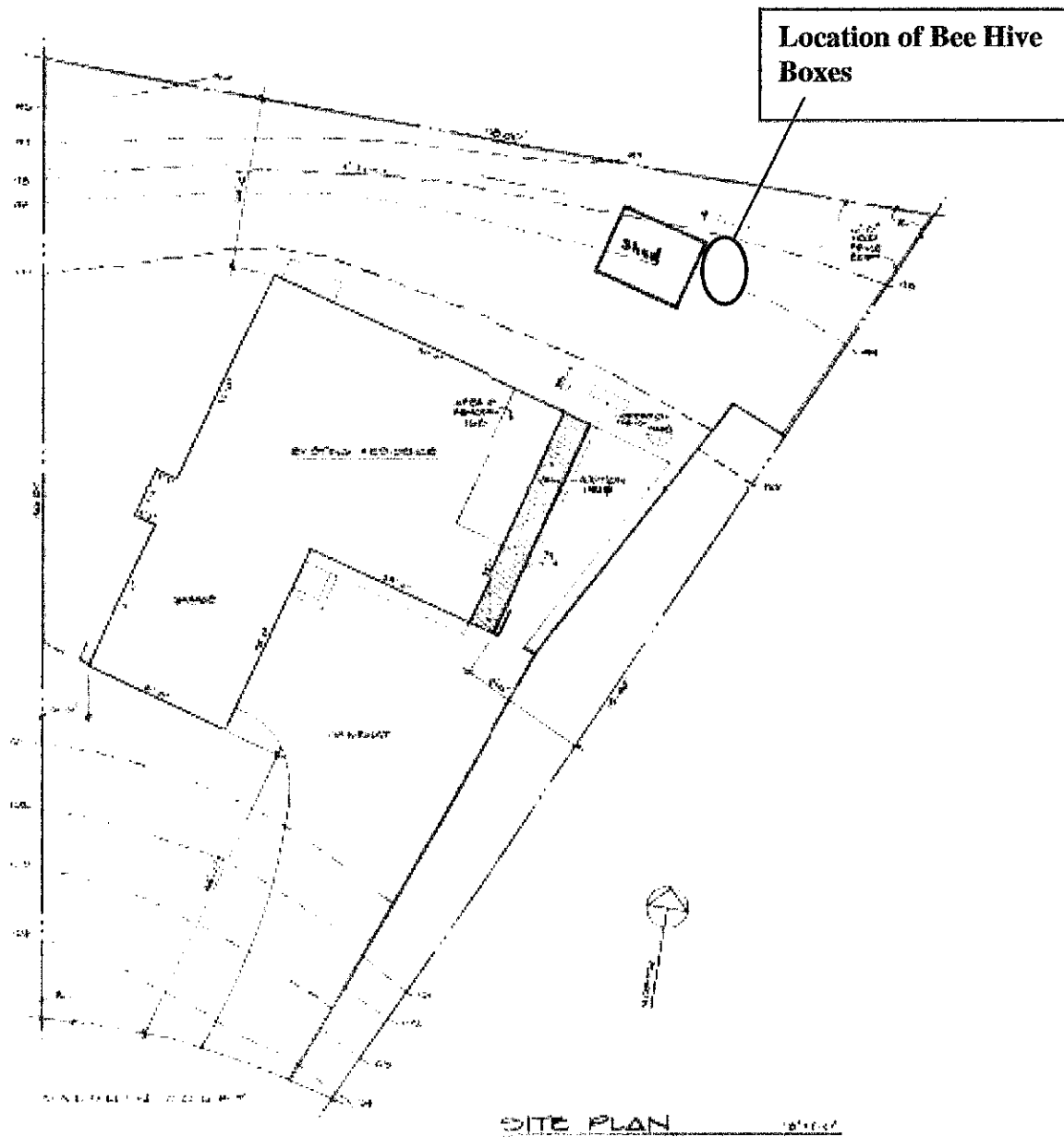

Applicant's Signature

10/29/13
Date


Property Owner's Signature

10/29/13
10/29/13
Date

Project Site Plan



http://www.montereycountyweekly.com/news/831_tales/anarchist-beekeeping-collective-builds-a-community-of-urban-pollinators/article_16a0174c-6aae-11e4-a714-ffe21fb5a613.html

Honey at Home

Anarchist Beekeeping Collective builds a community of urban pollinators.

Alexandra Videmsky Nov 13, 2014



Jake Reisdorf of Carmel is sectioning off a spot in his yard for his special project. He's done his homework and made it into a fifth-grade project on entrepreneurship as well. It's a bit risky, but his parents agreed to let him go for it.

Reisdorf is getting two beehives next spring. He'd rather start beekeeping right now, but it's too late in the season, so he's using the time to prepare.

"We can get so much while helping them," the 11-year-old says, brown eyes lighting up with excitement.

The seed was planted when Reisdorf and his family met Dale Hillard at the Monterey County Fair. Hillard had set up a demonstration hive to show the basics of beekeeping, and Reisdorf buzzed around it.

Hillard is a member of the Anarchist Beekeeping Collective, an informal gathering of beekeepers from around the county.

The group began in the late '90s as two friends, J.R. Githens and Doug Westphal, met for breakfast at Sarita's restaurant in Marina. Over the years, they started inviting friends and coworkers to join them. Word of mouth brought more beekeepers into the fold, and soon they had a name. The "anarchist" part is a joke, because Westphal actually likes order – and beehives are monarchies, loyal to the death to their queens. But the group lacks an official leader or charter, and anyone's welcome to drop in or drop out.

THE BIGGEST ISSUES ARE PESTS, PREDATORS AND DROUGHT.

During an October meeting, Reisdorf sat at the table in rapt attention. About 20 other beekeepers discussed their hives, passed around copies of *American Bee Journal*, worried about a black beetle invasion outside the county and struck up a lively debate over whether to feed bees supplemental pollen so late in the season.

In spring bees may swarm, following an old queen out of the original hive. The beekeeper places the queen into a new hive, lets a contingent of workers bees follow, then transports the whole setup to its new home. (This part's not too treacherous – swarming bees are docile and can be gently handled.)

A new beekeeper's other option is to order bees online, or pick them up at local supply stores. They come in mesh-screen crates that can be opened to pour the bees into the hive.

Anarchist Beekeepers hold harvest parties, sharing a centrifugal extractor that spins out the honey. But first, they have to apply smoke using a handheld smoker (shaped like a watering can with bellows) burning natural fibers to calm their bees, and then slowly and carefully reach in to remove the honey-filled frames. As soon as the smoke wears off, the bees feverishly search for their honey, so it is smart to harvest the honey somewhere or sometime else.

Juli Hofman, who keeps nine hives in Marina, says beekeeping is surprisingly easy. She wears a mesh hood and protective clothing to peek inside her hive, making sure it looks healthy. She also keeps a removable panel under the hive, which she occasionally pulls out to check for mites and other pests without disturbing the bees. Her bees support her native plant garden, which also attracts other native pollinators.

Tom Hughes keeps two hives in his bushy and well-cultivated Seaside backyard. Bees don't need a lot of space, he says; 10-20 square feet is enough for a box hive with removable frames that hold honeycombs. He stacks boxes to make taller, roomier hives near his vegetable patches. "You could even do it on a balcony," he says.

The biggest issues facing his backyard buzzers are pests, predators and drought. Both Hofman and Hughes have dealt with invasions of mites, which parasitize bees and carry viruses.

The record drought also weighs heavily because it impacts bees' primary food source: pollen from flowering plants. Bees go hungry and depend on keepers for supplemental food, such as sugar water or nutrient-rich pollen substitute. Without abundant pollen, Hughes isn't expecting to see much honey this year.

Bee societies sometimes fizzle out, and keepers don't always know why. High on the suspect list is colony collapse disorder, when many adult bees suddenly abandon the hive and die.

Scientists don't point to a single cause for colony collapse – they suspect a combination of pesticides, poor pollen quality, gut fungi and invasive Varroa mites.

But the backyard bee boom gives hope for the little pollinators. Hofman says the beekeeping community used to skew toward retirees, but new generations like Reisdorf's are leading the charge.

He joins a movement that, through "anarchy," creates a hive-like network of orderly cooperation.

ANARCHIST BEEKEEPER COLLECTIVE meets 8am the first Saturday of each month at The Black Bear Diner, 2450 N. Fremont St., Monterey, montereybaybeekeepers.org



Annalise Frank/Crain's Detroit Business

Brian Peterson-Roest, co-founder of the nonprofit Bees in the D (left), explains the process by which he'll transfer around 10,000 bees into a hive on top of the Bedrock LLC-owned former Detroit News building on Lafayette Boulevard. Bees in the D board member Andrea Washington (center) uses smoke to calm the bees for the transition; co-founder and Peterson-Roest's husband, Brian Roest-Peterson, assists.

BEE LOSS

More than a third of crop production requires pollination from insects such as honey bees, but colony populations are on the decline, according to the U.S. Department of Agriculture. The U.S. has gone from 6 million hives in the 1940s to 2.5 million in 2017.

Bees in the D, a nonprofit that wants to show Detroit why bees matter, placed about 20,000 of the tiny pollinators in two hives Thursday atop the former *Detroit News* building.

The 2-year-old Detroit-based group expects to be maintaining 100 hives across Southeast Michigan by this summer, including on the **Bedrock LLC-owned** historic structure at 615 W. Lafayette Blvd., co-founder Brian Peterson-Roest said.

Bees in the D sets up deals with businesses, other nonprofits and individuals to bring bees — up to 60,000 per

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Annalise Frank/Crain's Detroit Business

Brian Peterson-Roest, co-founder of Bees in the D, places a flat of honey bees into a hive that he will maintain on the roof of the Bedrock LLC-owned former Detroit News building on Lafayette Boulevard. Bedrock plans to place more hives on other buildings.

"We find that pairing with businesses really allows us a stage to help educate about honeybees," Peterson-Roest said. "It allows them to also give back and to help with the conservation and sustainability. And I mean if it's a restaurant or bar that's using honey for drinks, people are loving to know they're getting local products."

Some honey produced at Bedrock's total of six hives on the Lafayette rooftop could go straight to its tenant downstairs, the Press Room Café, but Bedrock is still working out those details, spokeswoman Sam West said. It will likely spread hives across other buildings, as well, but isn't sure.

Bees in the D's agreements range from solely maintaining the hives — hosts keep all the honey — to letting Bees in the D keep and sell it, Peterson-Roest said. Yearly fees per hive range from around \$250 to \$1,200, depending on the nature of the deal.

Proceeds from maintenance fees go straight back to the bees, he said. The nonprofit's funding also comes from individual donors, ticketed events, honey and beeswax products, and services such as speaking engagements.

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Bees In The D
about 8 months ago

Setting up some hives at [#detroit Eastern Market](#) atop [Eastern Market Brewing Co.](#)
[#urbanbeekeeping](#) [#savethebees](#) [#beer](#) [#rainorshine](#) [#beesinthed](#) [#craftbeer](#) [Brian Brian](#)



82

7

26

Businesses hosting or planning to host Bees in the D hives include Bon Bon Bon, Downtown Boxing Gym, Detroit's Outdoor Adventure Center, Detroit Abloom, five of Southfield-based Farbman Group's buildings, Anew Life prosthetics, Eastern Market Brewing Co., Detroit City Distillery and the Detroit Foundation Hotel. The nonprofit also placed four hives on Cobo Center's [green roof](#) in June.

Bees in the D is going international, too: It's placing hives with a veterinary equipment supplier in Windsor.

Bees in the D and Bedrock



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FOOD

That Buzzing Could Sweeten Tomorrow's Tea

JAIME GROSS MARCH 26, 2010

If you spy a dark-haired woman gliding down Mission Street, past the taquerias and bodegas, in a white, head-to-toe bee suit — picture a hazmat suit crossed with a fencing mask — chances are it's Cameo Wood, en route to a beehive. Ms. Wood, the 32-year-old proprietor of the Mission District shop Her Majesty's Secret Beekeeper, cares for 15 hives in "borrowed spaces" around San Francisco. These are hidden away in friends' backyards, in a restaurant garden, and on the roofs of government buildings and apartment complexes.

Urban beekeeping, or backyard beekeeping, is taking off in a major way in the Bay Area, as a growing brood of city dwellers is raising bees on rooftops, patios and small plots of land; harvesting the honey; and, in some cases, selling the yields in local shops and bakeries.

Ms. Wood started beekeeping in late 2008 and is a trailblazer in this growing movement, which is drawing a new crowd to a very old trade. At her nine-month-old shop, she sells beeswax candles, native honey, beekeeping supplies and a \$200 starter kit that includes a two-tier cypress hive with a shiny copper roof. Since the shop opened last July, she has sold 130 kits and 450 pounds of bees, and hosted 21 beginner-level classes. In October 2009, she started a meet-up club, the San Francisco Urban Beekeeping Group, which attracts up to 60 attendees at each gathering.

Paul Koski, a retired schoolteacher and the current secretary of the San Francisco Beekeepers Association, a club that promotes responsible urban beekeeping, estimates that in 2000 there were about 50 beekeepers in the city. Today, according to Ms. Wood, there are "at least 400."

Beekeeping is thriving in cities across the nation, from Washington to Chicago to New York (where, on March 16, it was re-legalized). But compared with most urban areas, San Francisco offers a particularly hospitable habitat. It has a temperate climate, abundant plant life and legions of residents obsessed with local and sustainable food.

Even better, it happens to be "one of the most permissive places in the country to keep bees," said Karen Peteros, a part-time employment lawyer and a former president of the beekeepers association. "Not only is it legal, but it's totally unregulated — which means that as long as your bees don't present a public nuisance, you can keep them wherever you want."

According to Ms. Peteros, the current beekeeping boom dates to 2007, when reports of colony collapse disorder, or C.C.D. (the still-unexplained phenomenon of honeybees disappearing en masse), hit the media, sparking interest right around the time the local food and urban greening movement was taking off.

“C.C.D. is the worst and best thing that’s happened to honeybees in the last 50 years,” Ms. Peteros said. People saw beekeeping as “a chance to be close to wild nature in the city and participate directly in the production of food,” as Ms. Peteros put it. She speaks from experience: the first year she kept a hive in her backyard, in 2006, her neighbors’ previously anemic fruit trees produced an epic harvest. “One plum tree was so bursting, my neighbor made plum jam for the first time,” she said. “Someone else’s apple tree was so weighed down, its branches started breaking.”

On the national level, beekeeping remains a commercial, male-dominated industry, entwined with agribusiness, with thousands of hives trucked in to pollinate sprawling fruit and nut orchards across the country. But in cities, among hobby-level and sideline beekeepers, that demographic is swiftly changing. When Mr. Koski started attending the local bee association meetings in the early ’90s, there were just a dozen members, “mostly middle-aged and older, mostly men,” he said. “Now it’s a wider demographic, pretty much a cross-section of who lives in San Francisco” — including unprecedented numbers of women.

What everyone has in common, he observed, is an interest in food and sustainability, the environment and “making the city a greener, more favorable place for humans to live.” Last year, the association’s membership peaked at 207.

So, what’s the draw? As far as urban agriculture goes, beekeeping is accessible, inexpensive and low-maintenance, Ms. Wood said. And it “yields a rather large and delicious reward.” Harvests vary year to year and colony to colony, but a typical hive of 60,000 bees will produce, on average, between 40 and 60 pounds of honey.

Some of that honey ends up on the shelves at Mission Pie, a bakery and cafe in the Mission District that focuses on local, seasonal and sustainably grown produce. Krystin Rubin, a co-owner, said the shop sells between three and eight different varieties at any given time, each hailing from a different neighborhood, and each with its own particular flavor, depending on the bees’ favored foraging spots (most often groves of eucalyptus trees, blackberry bushes or clumps of wild anise).

San Francisco’s newfound bee love thrills Ms. Rubin, who attributes it to residents’ growing desire to connect with their food sources and counterbalance increasingly high-tech lives.

“There’s only so much FarmVille you can play on Facebook before you want to grow your own real radish,” she said. “We’ve got so much contact with the virtual world that we’re hungry to come back to earth.”

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FEATURE

The Insect Apocalypse Is Here

What does it mean for the rest of life on Earth?

By Brooke Jarvis

Nov. 27, 2018

Sune Boye Riis was on a bike ride with his youngest son, enjoying the sun slanting over the fields and woodlands near their home north of Copenhagen, when it suddenly occurred to him that something about the experience was amiss. Specifically, something was *missing*.

It was summer. He was out in the country, moving fast. But strangely, he wasn't eating any bugs.

For a moment, Riis was transported to his childhood on the Danish island of Lolland, in the Baltic Sea. Back then, summer bike rides meant closing his mouth to cruise through thick clouds of insects, but inevitably he swallowed some anyway. When his parents took him driving, he remembered, the car's windshield was frequently so smeared with insect carcasses that you almost couldn't see through it. But all that seemed distant now. He couldn't recall the last time he needed to wash bugs from his windshield; he even wondered, vaguely, whether car manufacturers had invented some fancy new coating to keep off insects. But this absence, he now realized with some alarm, seemed to be all around him. Where had all those insects gone? And when? And why hadn't he noticed?

Riis watched his son, flying through the beautiful day, not eating bugs, and was struck by the melancholy thought that his son's childhood would lack this particular bug-eating experience of his own. It was, he granted, an odd thing to feel nostalgic about. But he couldn't shake a feeling of loss. "I guess it's pretty human to think that everything was better when you were a kid," he said. "Maybe I didn't like it when I was on my bike and I ate all the bugs, but looking back on it, I think it's something everybody should experience."

I met Riis, a lanky high school science and math teacher, on a hot day in June. He was anxious about not having yet written his address for the school's graduation ceremony that evening, but first, he had a job to do. From his garage, he retrieved a large insect net, drove to a nearby intersection and stopped to strap the net to the car's roof. Made of white mesh, the net ran the length of his car and was held up by a tent pole at the front, tapering to a small, removable bag in back. Drivers whizzing past twisted their heads to stare. Riis eyed his parking spot nervously as he adjusted the straps of the contraption. "This is not 100 percent legal," he said, "but I guess, for the sake of science."

Riis had not been able to stop thinking about the missing bugs. The more he learned, the more his nostalgia gave way to worry. **Insects are the vital pollinators and recyclers of ecosystems and the base of food webs everywhere.** Riis was not alone in noticing their decline. **In the United States, scientists recently found the population of monarch butterflies fell by 90 percent in the last 20 years, a loss of 900 million individuals; the rusty-patched bumblebee, which once lived in 28 states, dropped by 87 percent over the same period.** With other, less-studied insect species, one butterfly researcher told me, "all we can do is wave our arms and say, 'It's not here anymore!'" Still, the most disquieting thing wasn't the disappearance of certain species of insects; it was the deeper worry, shared by Riis and many others, that a whole insect world might be quietly going missing, a loss of abundance that could alter the planet in unknowable ways. "We notice the losses," says David Wagner, an entomologist at the University of Connecticut. "It's the diminishment that we don't see."

Because insects are legion, inconspicuous and hard to meaningfully track, the fear that there might be far fewer than before was more felt than documented. People noticed it by canals or in backyards or under streetlights at night — familiar places that had become unfamiliarly empty. The feeling was so common that entomologists developed a shorthand for it, named for the way many people first began to notice that they weren't seeing as many bugs. They called it the windshield phenomenon.

To test what had been primarily a loose suspicion of wrongness, Riis and 200 other Danes were spending the month of June roaming their country's back roads in their outfitted cars. They were part of a study conducted by the Natural History Museum of Denmark, a joint effort of the University of Copenhagen, Aarhus University and North Carolina State University. The nets would stand in for windshields as Riis and the other volunteers drove through various habitats — urban areas, forests, agricultural tracts, uncultivated open land and wetlands — hoping to quantify the disorienting sense that, as one of the study's designers put it, "something from the past is missing from the present."

When the investigators began planning the study in 2016, they weren't sure if anyone would sign up. But by the time the nets were ready, a paper by an obscure German entomological society had brought the problem of insect decline into sharp focus. The German study found that, measured simply by weight, the overall abundance of flying insects in German nature reserves had decreased by 75 percent over just 27 years. If you looked at midsummer population peaks, the drop was 82 percent.

Riis learned about the study from a group of his students in one of their class projects. They must have made some kind of mistake in their citation, he thought. But they hadn't. The study would quickly become, according to the website Altmetric, the sixth-most-discussed scientific paper of 2017. Headlines around the world warned of an "insect Armageddon."

Within days of announcing the insect-collection project, the Natural History Museum of Denmark was turning away eager volunteers by the dozens. It seemed there were people like Riis everywhere, people who had noticed a change but didn't know what to make of it. How could something as fundamental as the bugs in the sky just disappear? And what would become of the world without them?

Anyone who has returned to a childhood haunt to find that everything somehow got smaller knows that humans are not great at remembering the past accurately. This is especially true when it comes to changes to the natural world. It is impossible to maintain a fixed perspective, as Heraclitus observed 2,500 years ago: It is not the same river, but we are also not the same people.

A 1995 study, by Peter H. Kahn and Batya Friedman, of the way some children in Houston experienced pollution summed up our blindness this way: "With each generation, the amount of environmental degradation increases, but each generation takes that amount as the norm." In decades of photos of fishermen holding up their catch in the Florida Keys, the marine biologist Loren McClenachan found a perfect illustration of this phenomenon, which is often called "shifting baseline syndrome." The fish got smaller and smaller, to the point where the prize catches were dwarfed by fish that in years past were piled up and ignored. But the smiles on the fishermen's faces stayed the same size. The world never feels fallen, because we grow accustomed to the fall.

By one measure, bugs are the wildlife we know best, the nondomesticated animals whose lives intersect most intimately with our own: spiders in the shower, ants at the picnic, ticks buried in the skin. We sometimes feel that we know them rather too well. In another sense, though, they are one of our planet's greatest mysteries, a reminder of how little we know about what's happening in the world around us.

We've named and described a million species of insects, a stupefying array of thrips and firebrats and antlions and caddis flies and froghoppers and other enormous families of bugs that most of us can't even name. (Technically, the word "bug" applies only to the order Hemiptera, also known as true bugs, species that have tubelike mouths for piercing and sucking — and there are as many as 80,000 named varieties of those.) The ones we think we do know well, we don't: There are 12,000 types of ants, nearly 20,000 varieties of bees, almost 400,000 species of beetles, so many that the geneticist J.B.S. Haldane reportedly quipped that God must have an inordinate fondness for them. A bit of healthy soil a foot square and two inches deep might easily be home to 200 unique species of mites, each, presumably, with a subtly

different job to do. And yet entomologists estimate that all this amazing, absurd and understudied variety represents perhaps only 20 percent of the actual diversity of insects on our planet — that there are millions and millions of species that are entirely unknown to science.

With so much abundance, it very likely never occurred to most entomologists of the past that their multitudinous subjects might dwindle away. As they poured themselves into studies of the life cycles and taxonomies of the species that fascinated them, few thought to measure or record something as boring as their number. Besides, tracking quantity is slow, tedious and unglamorous work: setting and checking traps, waiting years or decades for your data to be meaningful, grappling with blunt baseline questions instead of more sophisticated ones. And who would pay for it? Most academic funding is short-term, but when what you're interested in is invisible, generational change, says Dave Goulson, an entomologist at the University of Sussex, "a three-year monitoring program is no good to anybody." This is especially true of insect populations, which are naturally variable, with wide, trend-obscuring fluctuations from one year to the next.

When entomologists began noticing and investigating insect declines, they lamented the absence of solid information from the past in which to ground their experiences of the present. "We see a hundred of something, and we think we're fine," Wagner says, "but what if there were 100,000 two generations ago?" Rob Dunn, an ecologist at North Carolina State University who helped design the net experiment in Denmark, recently searched for studies showing the effect of pesticide spraying on the quantity of insects living in nearby forests. He was surprised to find that no such studies existed. "We ignored really basic questions," he said. "It feels like we've dropped the ball in some giant collective way."



If entomologists lacked data, what they did have were some very worrying clues. Along with the impression that they were seeing fewer bugs in their own jars and nets while out doing experiments — a windshield phenomenon specific to the sorts of people who have bug jars and nets — there were documented downward slides of well-studied bugs, including various kinds of bees, moths, butterflies and beetles. In Britain, as many as 30 to 60 percent of species were found to have diminishing ranges. Larger trends were harder to pin down, though a 2014 review in *Science* tried to quantify these declines by synthesizing the findings of existing studies and found that a majority of monitored species were declining, on average by 45 percent.

Entomologists also knew that climate change and the overall degradation of global habitat are bad news for biodiversity in general, and that insects are dealing with the particular challenges posed by herbicides and pesticides, along with the effects of losing meadows, forests and even weedy patches to the relentless expansion of human spaces. There were studies of other, better-understood species that suggested that the insects associated with them might be declining, too. People who studied fish found that the fish had fewer mayflies to eat. Ornithologists kept finding that birds that rely on insects for food were in trouble: eight in 10 partridges gone from French farmlands; 50 and 80 percent drops, respectively, for nightingales and turtledoves. Half of all farmland birds in Europe disappeared in just three decades. At first, many scientists assumed the familiar culprit of habitat destruction was at work, but then they began to wonder if the birds might simply be starving. In Denmark, an ornithologist named Anders Tottrup was the one who came up with

the idea of turning cars into insect trackers for the windshield-effect study after he noticed that rollers, little owls, Eurasian hobbies and bee-eaters — all birds that subsist on large insects such as beetles and dragonflies — had abruptly disappeared from the landscape.

The signs were certainly alarming, but they were also just signs, not enough to justify grand pronouncements about the health of insects as a whole or about what might be driving a widespread, cross-species decline. “There are no quantitative data on insects, so this is just a hypothesis,” Hans de Kroon, an ecologist at Radboud University in the Netherlands, explained to me — not the sort of language that sends people to the barricades.

Then came the German study. Scientists are still cautious about what the findings might imply about other regions of the world. But the study brought forth exactly the kind of longitudinal data they had been seeking, and it wasn’t specific to just one type of insect. The numbers were stark, indicating a vast impoverishment of an entire insect universe, even in protected areas where insects ought to be under less stress. The speed and scale of the drop were shocking even to entomologists who were already anxious about bees or fireflies or the cleanliness of car windshields.

The results were surprising in another way too. The long-term details about insect abundance, the kind that no one really thought existed, hadn’t appeared in a particularly prestigious journal and didn’t come from university-affiliated scientists, but from a small society of insect enthusiasts based in the modest German city Krefeld.

Krefeld sits a half-hour drive outside Düsseldorf, near the western bank of the Rhine. It’s a city of brick houses and bright flower gardens and a *stadtwald* — a municipal forest and park — where paddle boats float on a lake, umbrellas shade a beer garden and (I couldn’t help noticing) the afternoon light through the trees illuminates small swarms of dancing insects.

Near the center of the old city, a paper sign, not much larger than a business card, identifies the stolid headquarters of the society whose research caused so much commotion. When it was founded, in 1905, the society operated out of another building, one that was destroyed when Britain bombed the city during World War II. (By the time the bombs fell, members had moved their precious records and collections of insects, some of which dated back to the 1860s, to an underground bunker.) Nowadays, the society uses more than 6,000 square feet of an old three-story school as storage space. Ask for a tour of the collections, and you will hear such sentences as “This whole room is Lepidoptera,” referring to a former classroom stuffed with what I at first took to be shelves of books but which are in fact innumerable wooden frames containing pinned butterflies and moths; and, in an even larger room, “every bumblebee here was collected before the Second World War, 1880 to 1930”; and, upon opening a drawer full of sweat bees, “It’s a new collection, 30 years only.”

On the shelves that do hold books, I counted 31 clearly well-loved volumes in the series “Beetles of Middle Europe.” A 395-page book that cataloged specimens of spider wasps — where they were collected; where they were stored — of the western Palearctic said “1948-2008” on the cover. I asked my guide, a society member named Martin Sorg, who was one of the lead authors of the paper, whether those dates reflected when the specimens were collected. “No,” Sorg replied, “that was the time the author needed for this work.”

Sorg, who rolls his own cigarettes and wears John Lennon glasses and whose gray hair grows long past his shoulders, is not a freewheeling type when it comes to his insect work. And his insect work is really all he wants to talk about. “We think details about nature and biodiversity declines are important, not details about life histories of entomologists,” Sorg explained after he and Werner Stenmans, a society member whose name appeared alongside Sorg’s on the 2017 paper, dismissed my questions about their day jobs. Leery of an article that focused on him as a person, Sorg also didn’t want to talk about what drew him to entomology as a child or even what it was about certain types of wasps that had made him want to devote so much of his life to studying them. “We normally give life histories when someone is dead,” he said.

There was a reason for the wariness. Society members dislike seeing themselves described, over and over in news stories, as “amateurs.” It’s a framing that reflects, they believe, a too-narrow understanding of what it means to be an expert or even a scientist — what it means to be a student of the natural world.

Amateurs have long provided much of the patchy knowledge we have about nature. Those bee and butterfly studies? Most depend on mass mobilizations of volunteers willing to walk transects and count insects, every two weeks or every year, year after year. The scary numbers about bird declines were gathered this way, too, though because birds can be hard to spot, volunteers often must learn to identify them by their sounds. Britain, which has a particularly strong tradition of amateur naturalism, has the best-studied bugs in the world. As technologically advanced as we are, the natural world is still a very big and complex place, and the best way to learn what's going on is for a lot of people to spend a lot of time observing it. The Latin root of the word "amateur" is, after all, the word "lover."

Some of these citizen-scientists are true beginners clutching field guides; others, driven by their own passion and following in a long tradition of "amateur" naturalism, are far from novices. Think of Victorians with their butterfly nets and curiosity cabinets; of Vladimir Nabokov, whose theories about the evolution of *Polyommatus* blue butterflies were ignored until proved correct by DNA testing more than 30 years after his death; of young Charles Darwin, cutting his classes at Cambridge to collect beetles at Wicken Fen and once putting a live beetle in his mouth because his hands were already full of other bugs.

The Krefeld society is volunteer-run, and many members have other jobs in unrelated fields, but they also have an enormous depth of knowledge about insects, accumulated through years of what other people might consider obsessive attention. Some study the ecology or evolutionary taxonomy of their favorite species or map their populations or breed them to study their life histories. All hone their identification skills across species by amassing their own collections of carefully pinned and labeled insects like those that fill the society's storage rooms. Sorg estimated that of the society's 63 members, a third are university-trained in subjects such as biology or earth science. Another third, he said, are "highly specialized and highly qualified but they never visited the university," while the remaining third are actual amateurs who are still in the process of becoming "real" entomologists: "Some of them may also have a degree from the university, but in our view, they are beginners."

The society members' projects often involved setting up what are called malaise traps, nets that look like tents and drive insects flying by into bottles of ethanol. Because of the scientific standards of the society, members followed certain procedures: They always employed identical traps, sewn from a template they first used in 1982. (Sorg showed me the original rolled-up craft paper with great solemnity.) They always put them in the same places. (Before GPS, that meant a painstaking process of triangulating with surveying equipment. "We are not sure about a few centimeters," Sorg granted.) They saved everything they caught, regardless of what the main purpose of the experiment was. (The society bought so much ethanol that it attracted the attention of a narcotics unit.)

Those bottles of insects were gathered into thousands of boxes, which are now crammed into what were once offices in the upper reaches of the school. When the society members, like entomologists elsewhere, began to notice that they were seeing fewer insects, they had something against which to measure their worries.

"We don't throw away anything, we store everything," Sorg explained. "That gives us today the possibility to go back in time."

In 2013, Krefeld entomologists confirmed that the total number of insects caught in one nature reserve was nearly 80 percent lower than the same spot in 1989. They had sampled other sites, analyzed old data sets and found similar declines: Where 30 years earlier, they often needed a liter bottle for a week of trapping, now a half-liter bottle usually sufficed. But it would have taken even highly trained entomologists years of painstaking work to identify all the insects in the bottles. So the society used a standardized method for weighing insects in alcohol, which told a powerful story simply by showing how much the overall mass of insects dropped over time. "A decline of this mixture," Sorg said, "is a very different thing than the decline of only a few species."

The society collaborated with de Kroon and other scientists at Radboud University in the Netherlands, who did a trend analysis of the data that Krefeld provided, controlling for things like the effects of nearby plants, weather and forest cover on fluctuations in insect populations. The final study looked at 63 nature preserves, representing almost 17,000

sampling days, and found consistent declines in every kind of habitat they sampled. This suggested, the authors wrote, “that it is not only the vulnerable species but the flying-insect community as a whole that has been decimated over the last few decades.”

For some scientists, the study created a moment of reckoning. “Scientists thought this data was too boring,” Dunn says. “But these people found it beautiful, and they loved it. They were the ones paying attention to Earth for all the rest of us.”

The current worldwide loss of biodiversity is popularly known as the sixth extinction: the sixth time in world history that a large number of species have disappeared in unusually rapid succession, caused this time not by asteroids or ice ages but by humans. When we think about losing biodiversity, we tend to think of the last northern white rhinos protected by armed guards, of polar bears on dwindling ice floes. Extinction is a visceral tragedy, universally understood: There is no coming back from it. The guilt of letting a unique species vanish is eternal.

But extinction is not the only tragedy through which we’re living. What about the species that still exist, but as a shadow of what they once were? In “The Once and Future World,” the journalist J.B. MacKinnon cites records from recent centuries that hint at what has only just been lost: “In the North Atlantic, a school of cod stalls a tall ship in midocean; off Sydney, Australia, a ship’s captain sails from noon until sunset through pods of sperm whales as far as the eye can see. ... Pacific pioneers complain to the authorities that splashing salmon threaten to swamp their canoes.” There were reports of lions in the south of France, walruses at the mouth of the Thames, flocks of birds that took three days to fly overhead, as many as 100 blue whales in the Southern Ocean for every one that’s there now. “These are not sights from some ancient age of fire and ice,” MacKinnon writes. “We are talking about things seen by human eyes, recalled in human memory.”

What we’re losing is not just the *diversity* part of biodiversity, but the *bio* part: life in sheer quantity. While I was writing this article, scientists learned that the world’s largest king penguin colony shrank by 88 percent in 35 years, that more than 97 percent of the bluefin tuna that once lived in the ocean are gone. The number of Sophie the Giraffe toys sold in France in a single year is nine times the number of all the giraffes that still live in Africa.

Finding reassurance in the survival of a few symbolic standard-bearers ignores the value of abundance, of a natural world that thrives on richness and complexity and interaction. Tigers still exist, for example, but that doesn’t change the fact that 93 percent of the land where they used to live is now tigerless. This matters for more than romantic reasons: Large animals, especially top predators like tigers, connect ecosystems to one another and move energy and resources among them simply by walking and eating and defecating and dying. (In the deep ocean, sunken whale carcasses form the basis of entire ecosystems in nutrient-poor places.) One result of their loss is what’s known as trophic cascade, the unraveling of an ecosystem’s fabric as prey populations boom and crash and the various levels of the food web no longer keep each other in check. These places are emptier, impoverished in a thousand subtle ways.

Scientists have begun to speak of functional extinction (as opposed to the more familiar kind, numerical extinction). Functionally extinct animals and plants are still present but no longer prevalent enough to affect how an ecosystem works. Some phrase this as the extinction not of a species but of all its former interactions with its environment — an extinction of seed dispersal and predation and pollination and all the other ecological functions an animal once had, which can be devastating even if some individuals still persist. The more interactions are lost, the more disordered the ecosystem becomes. A 2013 paper in *Nature*, which modeled both natural and computer-generated food webs, suggested that a loss of even 30 percent of a species’ abundance can be so destabilizing that other species start going fully, numerically extinct — in fact, 80 percent of the time it was a secondarily affected creature that was the first to disappear. A famous real-world example of this type of cascade concerns sea otters. When they were nearly wiped out in the northern Pacific, their prey, sea urchins, ballooned in number and decimated kelp forests, turning a rich environment into a barren one and also possibly contributing to numerical extinctions, notably of the Steller’s sea cow.

Conservationists tend to focus on rare and endangered species, but it is common ones, because of their abundance, that power the living systems of our planet. Most species are not common, but within many animal groups most individuals — some 80 percent of them — belong to common species. Like the slow approach of twilight, their declines can be hard to see. White-rumped vultures were nearly gone from India before there was widespread awareness of their

disappearance. Describing this phenomenon in the journal *BioScience*, Kevin Gaston, a professor of biodiversity and conservation at the University of Exeter, wrote: “Humans seem innately better able to detect the complete loss of an environmental feature than its progressive change.”

In addition to extinction (the complete loss of a species) and extirpation (a localized extinction), scientists now speak of defaunation: the loss of individuals, the loss of abundance, the loss of a place’s absolute animalness. In a 2014 article in *Science*, researchers argued that the word should become as familiar, and influential, as the concept of deforestation. In 2017 another paper reported that major population and range losses extended even to species considered to be at low risk for extinction. They predicted “negative cascading consequences on ecosystem functioning and services vital to sustaining civilization” and the authors offered another term for the widespread loss of the world’s wild fauna: “biological annihilation.”

It is estimated that, since 1970, Earth’s various populations of wild land animals have lost, on average, 60 percent of their members. Zeroing in on the category we most relate to, mammals, scientists believe that for every six wild creatures that once ate and burrowed and raised young, only one remains. What we have instead is ourselves. A study published this year in the *Proceedings of the National Academy of Sciences* found that if you look at the world’s mammals by weight, 96 percent of that biomass is humans and livestock; just 4 percent is wild animals.

We’ve begun to talk about living in the Anthropocene, a world shaped by humans. But E.O. Wilson, the naturalist and prophet of environmental degradation, has suggested another name: the Eremocene, the age of loneliness.

Wilson began his career as a taxonomic entomologist, studying ants. Insects — about as far as you can get from charismatic megafauna — are not what we’re usually imagining when we talk about biodiversity. Yet they are, in Wilson’s words, “the little things that run the natural world.” He means it literally. Insects are a case study in the invisible importance of the common.

Scientists have tried to calculate the benefits that insects provide simply by going about their business in large numbers. Trillions of bugs flitting from flower to flower pollinate some three-quarters of our food crops, a service worth as much as \$500 billion every year. (This doesn’t count the 80 percent of wild flowering plants, the foundation blocks of life everywhere, that rely on insects for pollination.) If monetary calculations like that sound strange, consider the Maoxian Valley in China, where shortages of insect pollinators have led farmers to hire human workers, at a cost of up to \$19 per worker per day, to replace bees. Each person covers five to 10 trees a day, pollinating apple blossoms by hand.

By eating and being eaten, insects turn plants into protein and power the growth of all the uncountable species — including freshwater fish and a majority of birds — that rely on them for food, not to mention all the creatures that eat those creatures. We worry about saving the grizzly bear, says the insect ecologist Scott Hoffman Black, but where is the grizzly without the bee that pollinates the berries it eats or the flies that sustain baby salmon? Where, for that matter, are we?

Bugs are vital to the decomposition that keeps nutrients cycling, soil healthy, plants growing and ecosystems running. This role is mostly invisible, until suddenly it’s not. After introducing cattle to Australia at the turn of the 19th century, settlers soon found themselves overwhelmed by the problem of their feces: For some reason, cow pies there were taking months or even years to decompose. Cows refused to eat near the stink, requiring more and more land for grazing, and so many flies bred in the piles that the country became famous for the funny hats that stockmen wore to keep them at bay. It wasn’t until 1951 that a visiting entomologist realized what was wrong: The local insects, evolved to eat the more fibrous waste of marsupials, couldn’t handle cow excrement. For the next 25 years, the importation, quarantine and release of dozens of species of dung beetles became a national priority. And that was just one unfilled niche. (In the United States, dung beetles save ranchers an estimated \$380 million a year.) We simply don’t know everything that insects do. Only about 2 percent of invertebrate species have been studied enough for us to estimate whether they are in danger of extinction, never mind what dangers that extinction might pose.

When asked to imagine what would happen if insects were to disappear completely, scientists find words like chaos, collapse, Armageddon. Wagner, the University of Connecticut entomologist, describes a flowerless world with silent forests, a world of dung and old leaves and rotting carcasses accumulating in cities and roadsides, a world of “collapse or

decay and erosion and loss that would spread through ecosystems” — spiraling from predators to plants. E.O. Wilson has written of an insect-free world, a place where most plants and land animals become extinct; where fungi explodes, for a while, thriving on death and rot; and where “the human species survives, able to fall back on wind-pollinated grains and marine fishing” despite mass starvation and resource wars. “Clinging to survival in a devastated world, and trapped in an ecological dark age,” he adds, “the survivors would offer prayers for the return of weeds and bugs.”

But the crux of the windshield phenomenon, the reason that the creeping suspicion of change is so *creepy*, is that insects wouldn’t have to disappear altogether for us to find ourselves missing them for reasons far beyond nostalgia. In October, an entomologist sent me an email with the subject line, “Holy [expletive]!” and an attachment: a study just out from Proceedings of the National Academy of Sciences that he labeled, “Krefeld comes to Puerto Rico.” The study included data from the 1970s and from the early 2010s, when a tropical ecologist named Brad Lister returned to the rain forest where he had studied lizards — and, crucially, their prey — 40 years earlier. Lister set out sticky traps and swept nets across foliage in the same places he had in the 1970s, but this time he and his co-author, Andres Garcia, caught much, much less: 10 to 60 times less arthropod biomass than before. (It’s easy to read that number as 60 percent less, but it’s sixtyfold less: Where once he caught 473 milligrams of bugs, Lister was now catching just eight milligrams.) “It was, you know, devastating,” Lister told me. But even scarier were the ways the losses were already moving through the ecosystem, with serious declines in the numbers of lizards, birds and frogs. The paper reported “a bottom-up trophic cascade and consequent collapse of the forest food web.” Lister’s inbox quickly filled with messages from other scientists, especially people who study soil invertebrates, telling him they were seeing similarly frightening declines. Even after his dire findings, Lister found the losses shocking: “I didn’t even know about the earthworm crisis!”

The strange thing, Lister said, is that, as staggering as they are, all the declines he documented would still be basically invisible to the average person walking through the Luquillo rain forest. On his last visit, the forest still felt “timeless” and “phantasmagorical,” with “cascading waterfalls and carpets of flowers.” You would have to be an expert to notice what was missing. But he expects the losses to push the forest toward a tipping point, after which “there is a sudden and dramatic loss of the rain-forest system,” and the changes will become obvious to anyone. The place he loves will become unrecognizable.

The insects in the forest that Lister studied haven’t been contending with pesticides or habitat loss, the two problems to which the Krefeld paper pointed. Instead, Lister chalks up their decline to climate change, which has already increased temperatures in Luquillo by two degrees Celsius since Lister first sampled there. Previous research suggested that tropical bugs will be unusually sensitive to temperature changes; in November, scientists who subjected laboratory beetles to a heat wave reported that the increased temperatures made them significantly less fertile. Other scientists wonder if it might be climate-induced drought or possibly invasive rats or simply “death by a thousand cuts” — a confluence of many kinds of changes to the places where insects once thrived.

Like other species, insects are responding to what Chris Thomas, an insect ecologist at the University of York, has called “the transformation of the world”: not just a changing climate but also the widespread conversion, via urbanization, agricultural intensification and so on, of natural spaces into human ones, with fewer and fewer resources “left over” for nonhuman creatures to live on. What resources remain are often contaminated. Hans de Kroon characterizes the life of many modern insects as trying to survive from one dwindling oasis to the next but with “a desert in between, and at worst it’s a poisonous desert.” Of particular concern are neonicotinoids, neurotoxins that were thought to affect only treated crops but turned out to accumulate in the landscape and to be consumed by all kinds of nontargeted bugs. People talk about the “loss” of bees to colony collapse disorder, and that appears to be the right word: Affected hives aren’t full of dead bees, but simply mysteriously empty. A leading theory is that exposure to neurotoxins leaves bees unable to find their way home. Even hives exposed to low levels of neonicotinoids have been shown to collect less pollen and produce fewer eggs and far fewer queens. Some recent studies found bees doing better in cities than in the supposed countryside.

The diversity of insects means that some will manage to make do in new environments, some will thrive (abundance cuts both ways: agricultural monocultures, places where only one kind of plant grows, allow some pests to reach population levels they would never achieve in nature) and some, searching for food and shelter in a world nothing like

the one they were meant for, will fail. While we need much more data to better understand the reasons or mechanisms behind the ups and downs, Thomas says, “the average across all species is still a decline.”

Since the Krefeld study came out, researchers have begun searching for other forgotten repositories of information that might offer windows into the past. Some of the Radboud researchers have analyzed long-term data, belonging to Dutch entomological societies, about beetles and moths in certain reserves; they found significant drops (72 percent, 54 percent) that mirrored the Krefeld ones. Roel van Klink, a researcher at the German Center for Integrative Biodiversity Research, told me that before Krefeld, he, like most entomologists, had never been interested in biomass. Now he is looking for historical data sets — many of which began as studies of agricultural pests, like a decades-long study of grasshoppers in Kansas — that could help create a more thorough picture of what’s happening to creatures that are at once abundant and imperiled. So far he has found forgotten data from 140 old data sets for 1,500 locations that could be resampled.

In the United States, one of the few long-term data sets about insect abundance comes from the work of Arthur Shapiro, an entomologist at the University of California, Davis. In 1972, he began walking transects in the Central Valley and the Sierras, counting butterflies. He planned to do a study on how short-term weather variations affected butterfly populations. But the longer he sampled, the more valuable his data became, offering a signal through the noise of seasonal ups and downs. “And so here I am in Year 46,” he said, nearly half a century of spending five days a week, from late spring to the end of autumn, observing butterflies. In that time he has watched overall numbers decline and seen some species that used to be everywhere — even species that “everyone regarded as a junk species” only a few decades ago — all but disappear. Shapiro believes that Krefeld-level declines are likely to be happening all over the globe. “But, of course, I don’t cover the entire globe,” he added. “I cover I-80.”

There are also new efforts to set up more of the kind of insect-monitoring schemes researchers wish had existed decades ago, so that our current level of fallenness, at least, is captured. One is a pilot project in Germany similar to the Danish car study. To analyze what is caught, the researchers turned to volunteer naturalists, hobbyists similar to the ones in Krefeld, with the necessary breadth of knowledge to know what they’re looking at. “These are not easy species to identify,” says Aletta Bonn, of the German Center for Integrative Biodiversity Research, who is overseeing the project. (The skills required for such work “are really extreme,” Dunn says. “These people train for decades with other amateurs to be able to identify beetles based on their genitalia.”) Bond would like to pay the volunteers for their expertise, she says, but funding hasn’t caught up to the crisis. That didn’t stop the “amateurs” from being willing to help: “They said, ‘We’re just curious what’s in there, we would like to have samples.’”

Goulson says that Europe’s tradition of amateur naturalism may account for why so many of the clues to the falloff in insect biodiversity originate there. (Tottrup’s design for the car net in Denmark, for example, was itself adapted from the invention of a dedicated beetle-collecting hobbyist.) As little as we know about the status of European bugs, we know significantly less about other parts of the world. “We wouldn’t know anything if it weren’t for them,” the so-called amateurs, Goulson told me. “We’d be entirely relying on the fact that there’s no bugs on the windshield.”

Thomas believes that this naturalist tradition is also why Europe is acting much faster than other places — for example, the United States — to address the decline of insects: Interest leads to tracking, which leads to awareness, which leads to concern, which leads to action. Since the Krefeld data emerged, there have been hearings about protecting insect biodiversity in the German Bundestag and the European Parliament. European Union member states voted to extend a ban on neonicotinoid pesticides and have begun to put money toward further studies of how abundance is changing, what is causing those changes and what can be done. When I knocked on the door of de Kroon’s office, at Radboud University in the Dutch city Nijmegen, he was looking at some photos from another meeting he had that day: Willem-Alexander, the king of the Netherlands, had taken a tour of the city’s efforts to make its riverside a friendlier habitat for bugs.

Stemming insect declines will require much more than this, however. The European Union already had some measures in place to help pollinators — including more strictly regulating pesticides than the United States does and paying farmers to create insect habitats by leaving fields fallow and allowing for wild edges alongside cultivation — but insect populations dropped anyway. New reports call for national governments to collaborate; for more creative approaches

such as integrating insect habitats into the design of roads, power lines, railroads and other infrastructure; and, as always, for more studies. The necessary changes, like the causes, may be profound. “It’s just another indication that we’re destroying the life-support system of the planet,” Lister says of the Puerto Rico study. “Nature’s resilient, but we’re pushing her to such extremes that eventually it will cause a collapse of the system.”

Scientists hope that insects will have a chance to embody that resilience. While tigers tend to give birth to three or four cubs at a time, a ghost moth in Australia was once recorded laying 29,100 eggs, and she still had 15,000 in her ovaries. The fecund abundance that is insects’ singular trait should enable them to recover, but only if they are given the space and the opportunity to do so.

“It’s a debate we need to have urgently,” Goulson says. “If we lose insects, life on earth will. ...” He trailed off, pausing for what felt like a long time.

In Denmark, Sune Boye Riis’s transect with his car net took him past a bit of woods, some suburban lawns, some hedges, a Christmas-tree farm. The closest thing to a meadow that we passed was a large military property, on which the grass had been allowed to grow tall and golden. Riis had received instructions not to drive too fast, so traffic backed up behind us, and some people began to honk. “Well,” Riis said, “so much for science.” After three miles, he turned around and drove back toward the start. His windshield stayed mockingly clean.

Riis had four friends who were also participating in the study. They had a bet going among them: Who would net the biggest bug? “I’m way behind,” Riis said. “A bumblebee is in the lead.” His biggest catch? “A fly. Not even a big one.”

At the end of the transect, Riis stopped at another parlous roadside spot, unfastened the net and removed the small bag at its tip. Some volunteers, captivated by what the study revealed about the world around them, asked the organizers for extra specimen bags, so they could do more sampling on their own. Some even asked if they could buy the entire car-net apparatus. Riis, though, was content to peer through the mesh, inside of which he could make out a number of black specks of varying tininess.

There was also a single butterfly, white-winged and delicate. Riis thought of the bet with his friends, for which the meaning of bigness had not been defined. He wondered how it might be reckoned. What gave a creature value?

“Is it weight?” he asked, staring down at the butterfly. In the big bag, it looked small and sad and alone. “Or is it grace?”

Correction: November 26, 2018

An earlier version of this article misidentified, on first reference, the location of Radboud University. It is in the Netherlands, not Denmark.

Correction: November 27, 2018

An earlier version of this article misspelled the name of an extinct species. It is Steller’s sea cow, not Stellar’s.

Brooke Jarvis is a contributing writer for the magazine. She last wrote about American children of undocumented parents.

Photo illustrations by Matt Dorfman

A version of this article appears in print on Dec. 1, 2018, on Page 41 of the Sunday Magazine with the headline: The Insect Apocalypse Is Here

COMMENT OF THE MOMENT



Linda

Oklahoma | Nov. 28

Times Pick

Think of all the things we'll miss. Frogs singing in the night. Kids seeing tadpoles in puddles. Butterflies in our gardens. Birdsong. The flash of red as a cardinal flies by. Bats flying out of caves at dusk.
What have we done to the world?

1 Reply 100 Recommend Share

Flag

READ 752 COMMENTS

MEMORANDUM

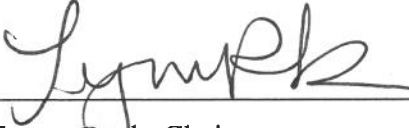
City of Seaside
Environmental Committee

Date: 11/13/18
To: Seaside Planning Commission
From: City of Seaside Environmental Committee
Subject: **Proposed Beekeeping Amendments**

Seaside's Environmental Committee would like to express our support of the text amendments proposed to the Seaside Municipal Code regarding beekeeping in the city. Currently, City Council approval is required for beekeeping in the city, which is an expensive and overly regulated process for an activity that is beneficial to the environment. The proposed amendments would make beekeeping permitted by-right, citywide. Bees can be maintained within populated areas in reasonable densities without causing a nuisance if the honey bees are properly managed. Due to their selective breeding for traits such as honey production, tendency not to swarm, and non-aggressive behavior, beekeeping is not likely to result in a nuisance. Bees and other pollinators have experienced population declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases. Therefore, the Environmental Committee considers beekeeping to be an opportunity that will positively impact the City of Seaside by contributing to a healthier, more sustainable, and resilient environment.

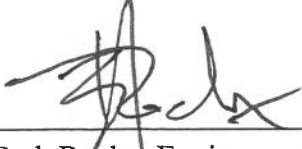
Supported at a regular meeting of the Environmental Committee of the City of Seaside, State of California, on the 13th day of November, 2018, by the following vote:

AYES: Raak, Revelas, Murphy, Molle, Abraham-Panni
NOES: None
ABSENT: Coble
ABSTAIN: Wizard

 12.3.18

Lacey Raak, Chairperson

ATTEST:

 12.3.18

Beth Rocha, Environmental Committee Staff Liaison/
Associate Planner

RESOLUTION 18-18 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE

RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE FOR PROPOSED TEXT AMENDMENTS TO SEASIDE MUNICIPAL CODE SECTIONS 6.04.165 AND 17.52.020, ENACTING BEEKEEPING PERMITTED BY-RIGHT CITYWIDE.

WHEREAS, the enactment of this ordinance is not subject to the California Environmental Quality Act (CEQA) as it is not a project pursuant to Guidelines Section 15378 because it has no potential for resulting in physical change to the environment directly or indirectly. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, directly or indirectly as the placement of beehives would not interfere with views and or cause any noise, odors, air quality impacts or traffic related impacts. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as project pursuant to CEQA Guidelines section 15061(B)(3), this ordinance is not subject to CEQA review.

WHEREAS, at a regularly scheduled meeting of the Environmental Committee on April 10, 2018, beekeeping permit requirements and municipal code sections regulating this activity were discussed and the committee discussed moving forward with text amendments in order to encourage beekeeping in the city by designating it as a by-right use rather than requiring approval by the City Council; and

WHEREAS, at a regularly scheduled meeting of the Environmental Committee on November 13, 2018, the committee voted to sign a memorandum of support for the proposed text amendments, as the committee considers beekeeping to be an opportunity that will positively impact the City of Seaside by contributing to a healthier, more sustainable, and resilient environment; and

WHEREAS, the City of Seaside is proposing text amendments to Section 06.04.165 (Permit Required for Bees) and Section 17.52.020 (Animal Keeping) of the Seaside Municipal Code to provide and read as follows:

Proposed Text Amendments

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

1. Amend Title 6.04.165 to read as follows:

6.04.165 ~~Permit required for bees.~~ **Beekeeping Nuisances**

A. Any person desiring to maintain bees or bee swarms in boxes or hives within the city limits must first obtain a permit from the city council after a finding by the city council that the maintenance thereof will not be a public or private nuisance, nor detrimental to property values or human health or safety.

B. Any permit issued by the city council may be subject to such conditions and time limitations as the council deems appropriate, and is subject to revocation or modification after public hearing on ten days' written notice to the permittee.
(Ord. [709](#) § 1, 1986)

A. Honeybees or beehives shall be considered a public nuisance when any of the following occur:

- 1. Honeybees exhibit unprovoked defensive behavior against humans or animals.**
- 2. Honeybees interfere with the normal use of neighboring properties, including detrimental impacts to property values or human health or safety.**
- 3. Hives become abandoned by the property owner.**

2. Amend Title 17, Section 17.52.020 to read as follows:

17.52.020 Animal Keeping

E. Beekeeping Standards. Refer to Municipal Code Section 6.04.165 **for beekeeping nuisance regulations.**

- 1. No more than three beehives may be maintained on any site.**
- 2. Beehives shall not be considered structures or accessory structures.**
- 3. Beehives shall be kept in sound usable conditions at all times.**
- 4. Beehives shall be placed in a location on the subject property such that beekeeping activities do not adversely impact neighboring properties.**

WHEREAS, it is the responsibility of the Planning Commission to consider and weigh the merits of the text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in making its determination and recommendations to the City Council; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed ordinance at a duly noticed public hearing held on 17th of December 2018 and made a recommendation to the City Council to adopt the proposed text amendments; and

WHEREAS, the City of Seaside has conditionally permitted the husbandry of domestic honey because of the honeybees benefit to mankind and to Seaside in particular, by supporting healthy ecosystems, agriculture and garden pollination services and by furnishing honey, wax, and other useful products; and

WHEREAS, honeybees can be maintained within populated areas in reasonable densities without causing a nuisance when the honeybees are properly managed; and

WHEREAS, honeybees are selectively bred for desirable traits such as honey production, tendency not to swarm, and docile behavior; and

WHEREAS, honeybees and other pollinators have experienced a significant and rapid population declines due to a combination of habitat loss, use of pesticides and insecticides, and the spread of pests and diseases and supporting pollinators in Seaside will have positive impacts on the species and the environment; and

WHEREAS the City of Seaside considers beekeeping in the City to be an activity that will positively impact the community and environment and make it more healthy, sustainable, and resilient to future change; and

WHEREAS, the City of Seaside has the opportunity to make choices that will positively impact the community, environment, and economy and make it more healthy, sustainable, and resilient to future change; and

THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the City of Seaside chooses to support and encourage pollinator habitat creation and enhancement on both public and private land.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following findings in support of its recommendation to the City Council on the adoption of text amendments:

- 1. The proposed text amendments to Sections 6.04.165 and 17.52.020 of the Seaside Municipal Code are consistent with the goals and policies of elements of the General Plan.**

Evidence: *General Plan Goal Conservation and Open Space - 4 specifies: "Preserve and protect the sensitive habitats and species within the community." The prevention of further pollinator decline, including that of honeybees, must be advocated for by the City through measures that will encourage increases in pollinator populations.*

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

Evidence: *The proposed amendments clearly define beekeeping nuisance regulations aimed at protecting the health, safety, convenience, and welfare of the City. Additionally, the environmental benefits associated with beekeeping are beneficial to the biological health and diversity of the City. The amendments will not create significant impacts or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.*

3. **The proposed amendments are internally consistent with other applicable provisions of the Seaside Municipal Code.**

Evidence: *The proposed amendments will provide thorough and specific beekeeping regulations in both Title 6 (Animals) and Title 17 (Zoning Ordinance) of the SMC and will not interfere or contradict any municipal code requirements.*

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning Commission recommends the City Council adopt an ordinance approving proposed text amendments to Seaside Municipal Code sections 6.04.165 and 17.52.020 in order to amend regulations, making beekeeping permitted by-right city wide.

PASSED AND ADOPTED at a Special Meeting of the Planning Commission of the City of Seaside, State of California, on the 17th of December 2018 by the following vote:

AYES: Kisperskey, La Mica, Spalletta
NOES: None
ABSENT: Owens, Ross, Dodson
ABSTAIN: None

_____/s/_____
Michael Spalletta, Vice Chair

ATTEST:

_____/s/_____
Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Dan Meewis, Recreation Superintendent
Nancy Towne, Recreation Services Director

DATE: January 3, 2019

**SUBJECT: DISCUSS AND AUTHORIZE STAFF TO NEGOTIATE WITH
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT FOR THE
PARK PROPERTY LOCATED AT SONOMA AND CONTRA COSTA**

PURPOSE & RECOMMENDATION

Authorize staff to negotiate with MPUSD for their surplus property located at the corner of Sonoma and Contra Costa for rehabilitation as public park.

BACKGROUND

The Neighborhood Improvement Commission (NIC) attended the December 17th Parks and Recreation Commission (P&RC) meeting to discuss the feasibility of restoring the property located at Sonoma and Contra Costa Avenue that is currently owned and designated as surplus property by MPUSD. In order to restore the property, the City of Seaside will need to enter into an agreement with MPUSD to dispose of the property and allowing the City to make improvements for community use.

The lot is approximately 78' X 100' and was initially used as a basketball court and outside play area.

Members from the NIC stated they would be willing to do some fundraising as well as designating some revenue the NIC will be receiving from the short term rentals to help with restoration costs. The P&RC voted unanimously to recommend that the City Council consider negotiating for the property for future community use.

Engineering staff has identified some major points for the project that will need to be addressed to include:

- ADA compliance — An ADA-compliant path to the court could be created by replacing the existing non-compliant curb ramp at Contra Costa/Sonoma and extending the

- sidewalk to newly constructed ADA-compliant entrance along Contra Costa.
- Replace 8-ft fence along Sonoma with 12-ft fence to prevent balls from entering Sonoma.
- Possible storm drain improvements to comply with drainage law.

FISCAL IMPACT

There is no fiscal impact to the City at this time. Further information will need to be gathered to determine actual costs.

ATTACHMENTS

1. Sonoma Basketball Court 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager















**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager
Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: January 3, 2019

**SUBJECT: RECEIVE REPORT ON THE CURRENT APPLICATIONS, DISCUSS
AND APPROVE SELECTION AND VOTING PROCESSES FOR THE
COUNCIL MEMBER VACANCY**

PURPOSE & RECOMMENDATION

That the City Council receive a report on the total number of applications received by the January 2, 2019 deadline, discuss and approve a public selection and voting process for the Council Member vacancy.

BACKGROUND

At the December 12, 2018, City Council Meeting, the Council voted to solicit application from interested community members to fill the City Council seat vacated by Kayla Jones.

The application period opened on December 13, 2018, and closed on January 2, 2019. Applicant interviews will be conducted at the January 10th City Council meeting.

It is proposed the interview and voting process be as follows:

1. Each candidate will have three minutes to respond to the following three questions:
 - A. Describe your ability to work in a team environment as a member of the City Council.
 - B. What personal traits or qualities do you have that will contribute to the City Council's team?
 - C. What steps will you take to promote team effort, cooperation, and productivity among the City Council?
2. The public will be invited to comment.
3. Voting will begin.

Council members will vote by writing names on cards. The cards will be provided to the City Clerk and the Clerk will read the name of the Council Member and their vote.

Round 1 – Each Council Member will vote for two candidates.

Round 2 – Each Council Member will vote for one candidate. {Additional rounds will occur only as needed.}

Round 3 – Each Council Member may ask one question of one candidate and then each Council Member will vote for one candidate.

Round 4 - Each Council Member will vote for one candidate.

Round 5 – Each Council Member may ask one question of one candidate and then each Council Member will vote for one candidate.

Round 6 - Each Council Member will vote for one candidate.

Round 7 – Each Council Member may ask one question of one candidate and then each Council Member will vote for one candidate.

4. Voting rounds will continue with questions permitted in odd-numbered voting rounds until consensus is reached or the Council votes to initiate a special election.

FISCAL IMPACT

This item will have no fiscal impact unless the City Council calls for a special election to fill the Council vacancy.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager