



A G E N D A
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, February 7, 2019
7:00 PM

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
Alissa Kispersky	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. **PRESENTATIONS**

A. **PRESENTATION OF THE 2018 BUSINESS OF THE FOURTH QUARTER AWARD**

B. **PRESENTATION OF THE JANUARY 2019 HOUSE OF THE MONTH AWARD**

C. **PRESENTATION OF THE 2018 HOUSE OF THE YEAR AWARD**

D. **MONTEREY ONE WATER TO PROVIDE AN UPDATE ON THE PURE WATER MONTEREY PROJECT**

E. **REPORT ON THE IMPLEMENTATION OF THE SHORT TERM RENTAL ORDINANCE**

F. **REPORT ON THE IMPLEMENTATION OF THE CANNABIS ORDINANCE**

G. **REPORT ON CHANGES TO THE TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY AND PURCHASING CARD POLICIES AND PROCEDURES FOR STAFF**

8. **CONSENT AGENDA**

A. **APPROVE MINUTES FROM JANUARY 17 AND JANUARY 24, 2019**

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of January 5, 2019 through January 25, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of January 17, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,496,687.57.

C. ADOPT RESOLUTION TO APPROVE REVISED APPOINTMENTS TO OUTSIDE AGENCIES FOR 2019

RECOMMENDATION: Approve additional appointments for outside agency representation for 2019.

D. APPROVE RESOLUTION ADOPTING CITY HALL AND AVERY GALLERY USE POLICY

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

E. APPROVE A POLICY GOVERNING PUBLIC RECORD GRAPHIC DESIGN GUIDELINES AND USE OF CITY SEAL AND LOGO

RECOMMENDATION: To adopt a policy that establishes design guidelines for the creation of all public records, a use policy for the City seal and logo, and establishes practices for standardization and accessibility.

F. APPROVE THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

RECOMMENDATION: The purpose of this item is to consider approval of the Traffic Advisory Committee recommendations from their regular TAC meeting on January 15, 2019 to approve installation of six (6) wayfinding signs on Lightfighter Drive and General Jim Moore Blvd. for the purpose of directing vehicles to the Ford Ord National Monument access route from Gigling Road.

G. APPROVE A RESOLUTION TO APPROPRIATE \$82,000 FOR IMPROVEMENTS TO HIGHLAND OTIS PARK

RECOMMENDATION: It is recommended that the City Council adopt a resolution appropriating \$82,000 from the Parks-Playground Improvement Budget into a Capital Improvement Program (CIP) Project for Improvements to Highland Otis Park within the Parks-Playground Improvement Fund.

H. APPROVE A RESOLUTION MODIFYING THE POSITION ALLOCATION LIST TO ADD ONE ACCOUNTANT II AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET ADJUSTMENTS

RECOMMENDATION: It is recommended that the City Council adopt the resolution modifying the Position Allocation List to add one Accountant II and authorize the Finance Director to make the necessary budget adjustments.

9. BUSINESS ITEMS

A. CONSIDER ADOPTION OF A RESOLUTION REQUESTING A COST-BASED RATE ADJUSTMENT CALCULATION OF THE FRANCHISE AGREEMENT GREENWASTE RECOVERY, INC. EFFECTIVE JULY 1, 2019 FOR COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS; AUTHORIZE STAFF TO ENTER AN AGREEMENT WITH HF&H CONSULTANTS, LLC IN AN AMOUNT NOT TO EXCEED \$70,000; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET ADJUSTMENTS.

RECOMMENDATION: Adopt a resolution requesting a cost-based rate adjustment calculation of the franchise agreement the Greenwaste recovery, inc. and authorize staff to enter an agreement with HF&H consultants, LLC in an amount not to exceed \$70,000; and authorize the Finance Director to make the necessary budget adjustments.

B. CONSIDER ADOPTION OF A RESOLUTION TO APPROVE AN AMENDMENT TO A CONTRACT WITH TORTI-GALLAS TO COMPLETE A SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT ASSOCIATED WITH THE CAMPUS TOWN PROJECT

RECOMMENDATION: Approve a resolution authorizing the City Manager to execute a contract amendment with Torti-Gallas for an amount not to exceed \$142,360.

C. CONSIDER ADOPTION OF A RESOLUTION TO APPROVE A CONTRACT AMENDMENT WITH RAIMI AND ASSOCIATES FOR ADDITIONAL TASKS REQUIRED TO COMPLETE THE GENERAL PLAN AND ENVIRONMENTAL IMPACT REPORT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a contract amendment with Raimi and Associates not to exceed \$66,618.

D. CONSIDER ADOPTION OF A RESOLUTION TO APPROVE A CONTRACT FOR SEASIDE CIVIC CAMPUS CONCEPT FEASIBILITY STUDY WITH STUDIO GANG ARCHITECTS AND DENISE DUFFY AND ASSOCIATES

RECOMMENDATION: Approve a resolution authorizing the City Manager to execute a contract with Studio Gang Architects.

Agenda Materials updated.

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

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

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 21, 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, 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>

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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: February 7, 2019

**SUBJECT: REPORT ON THE IMPLEMENTATION OF THE SHORT TERM
RENTAL ORDINANCE**

PURPOSE & RECOMMENDATION

To receive the presentation, ask questions or provide direction as appropriate.

BACKGROUND

This presentation will cover short-term rental statistics, such as the quantity licensed, number of applications in process, and estimated number of unlicensed properties. The outreach effort will be shared to gain understanding of the City's efforts to promote licensing. Clarifications will be made regarding payment of TOT, as there have been questions from the community on the topic.

FISCAL IMPACT

This will be discussed at the meeting.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:

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

Meeting Date: February 7, 2019

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: February 7, 2019

**SUBJECT: REPORT ON THE IMPLEMENTATION OF THE CANNABIS
ORDINANCE**

PURPOSE & RECOMMENDATION

To receive the presentation, ask questions or provide direction as appropriate.

BACKGROUND

Council passed the cannabis ordinance in December 2017, which allowed for dispensaries, manufacturing, and testing. A presentation will provide information about the status of these businesses, as well as a glimpse into new issues due to State regulations.

FISCAL IMPACT

To be discussed at the meeting.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:

A blue ink signature, likely of Craig Malin, is written over a horizontal line.

Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: February 7, 2019

**SUBJECT: REPORT ON CHANGES TO THE TRAVEL AND BUSINESS
EXPENSE REIMBURSEMENT POLICY AND PURCHASING CARD
POLICIES AND PROCEDURES FOR STAFF**

PURPOSE & RECOMMENDATION

Receive a report on changes to the Travel and Business Expense Reimbursement Policy and the Purchasing Card Policies and Procedures for City staff.

BACKGROUND

In order to better align internal procedures with governmental best practices for travel and procurement card use, revisions have been made to the City travel and business expense reimbursement and purchasing card policies and procedures.

The intent of the new Travel and Business Expense Reimbursement Policy and the revised Purchasing Card Policies and Procedures is to provide staff with more thorough guidance in the use of City issued purchasing cards and appropriate procedures for City authorized travel. In addition, the policies provide enhanced guidance on appropriate expenditures and the documentation to be provided to support expenditures and travel on behalf of the City.

The most notable change to internal procedures will be a shift from purchasing card use by employees for travel related meals to a per diem reimbursement at the General Services Administration (GSA) rate as established by the federal government. Adherence to the GSA per diem rate will eliminate the need for receipts while remaining an accountable plan per IRS guidelines. In addition, meals related to day travel, where no overnight stay is authorized, are not permissible.

Overall, the implementation of these policy changes will strengthen the ability of City employees to be good stewards of public funds while conducting business on behalf of the City of Seaside and its residents.

FISCAL IMPACT

There is no fiscal impact to the FY2018/19 budget as a result of the changes to the Travel and Business Expense Reimbursement Policy and the Purchasing Card Policies and Procedures.

ATTACHMENTS

1. Travel & Business Expense Reimbursement Policy-City of Seaside
 2. Travel Forms
 3. Purchasing Card Policies & Procedures
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

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I. PURPOSE

The purpose of this Travel and Business Expense Reimbursement Policy ("Policy") is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct business of the City (as defined below).

II. SCOPE

This policy applies to all City employees and non-City employees (such as contractors who receive travel and/or business expense reimbursements) traveling on City business.

III. DEFINITIONS

A. Accountable Expense Reimbursement Plan

The City intends that this policy qualify as an "accountable plan" for purposes of Internal Revenue Code ("Code") section 62(c) and Treasury Regulations thereunder. Under Treasury Regulations section 1.62-2, reimbursements of travel and other business expenses to a City employee, or contractor will be considered to be made under an "accountable plan" if the following three requirements are met:

- The expenses must have been paid or incurred while performing City business.
- The traveler must adequately account to the City for these expenses within a reasonable time. The traveler must provide detailed information on these expenses, including date, time, place, amount, and business purpose for the expense.
- Excess advances, if any, are repaid to the City within a reasonable and specific period of time.

B. City Business

"City business" means the activity directly related to the ordinary, necessary and/or required business functions of the City of Seaside ("City"). It does not include travel or expenses related to an employee's participation in the City's Tuition Reimbursement Program or commuting expenses (a non-reimbursable expense).

C. City Employee

"City employee" means any City employee who is filling a budgeted position approved by the City Council or temporary City employee approved for travel by a department head. Independent contractors and their employees are not City employees.

D. City Traveler

"City traveler" means any City employee, authorized non-City employee (such as a

contractor), or a member of an interview panel traveling on City business.

E. Meals

Meals that are 1) directly related or associated with bona fide City business matters and 2) approved for reimbursement by City Manager or a department head or his or her designee will be considered a reimbursable City business expense, if incurred in connection with out-of-City/County business travel.

IV. AUTHORIZATION TO TRAVEL

A. General Conditions

1. Travel will be authorized only when the travel is related to a legitimate business purpose and in the best interest of the City.
2. Authorization is required for all City travel, as specified in B and C below.

B. In-City/County Travel

City employees are authorized to travel within the City or within Monterey County (County) when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-City/County travel requires advance authorization by the department head or his/her designee.

C. Out-of-County Travel

All travel outside of Monterey County requires advance authorization by the department head, or his or her designee or by the City Manager for department heads.

D. Travel Requests

Travel requests that require department head authorization shall be submitted to the department head. If the traveler is requesting a travel advance, an approved "City of Seaside-Travel Advanced Request" form or "City of Seaside-Travel Reimbursement Request" form for travel reimbursement shall be forwarded to the Finance Department.

V. TRAVEL EXPENSES

A. General Conditions

1. City travelers are entitled to submit a claim for actual business expenses for

transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this Policy, whenever the expenses are incurred as part of his/her official duties and authorized because the City traveler is required to work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work or home to qualify under this policy for meal per diem and overnight lodging. See below D. 1. Eligibility Lodging for specific requirements.

2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this Policy and applicable law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.
3. City travelers receiving reimbursement from an outside source for travel on City time shall forward said reimbursement to the Finance Department for handling and deposit if the traveler intends to submit an expense claim to the City or use City resources to travel. Said travelers shall then be entitled to submit a claim for actual business expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this Policy.
4. Arrangements for transportation, lodging, or registration fees that have cancellation or change penalties shall be carefully monitored by the traveler's department. If cancellation/change occurs due to direction by the traveler's department head, or his/her designee, or the City Manager, each department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness, or death of self or an immediate family member, or when the department head certifies that the reason for the traveler's absence was legitimate and authorized.

B. Transportation Expenses

1. General Condition

- a) Transportation expenses are the direct costs related to movement of the City traveler from the authorized point of departure to destination of travel and back to the authorized point of return.
- b) All transportation expenses incurred shall be based upon reasonable, efficient, direct, and economical modes of transportation available for the occasion.

2. Vehicle Transportation

Vehicle use (both City-owned and private) by authorized City travelers during the conduct of official City business is subject to the City Vehicle Use Policy.

a) Private Vehicle

- (1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the City at the time of travel. The IRS updates these mileage rates annually and a City traveler may review them on the IRS' web site at <https://www.irs.gov/tax-professionals/standard-mileage-rates>.
- (2) Authorized City travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.
- (3) Authorized City travelers may not claim mileage for business use of a private vehicle in the following instances:
 - (a) when the City traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the City or another source;
 - (b) when the City traveler is traveling in a City or other government agency vehicle;
 - (c) when the City traveler is traveling in a rented vehicle (paid by City);
 - (d) when the City traveler has been assigned a City vehicle for home retention, is receiving an allowance, or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the City or City Resolution.
- (4) City employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.
- (5) Mileage in conjunction with authorized City travel to and from an authorized City business event shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:
 - (a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage from the work location.
 - (b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for mileage based on the distance

to the work location.

- (6) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work or home, and back.
- (7) When two or more City travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the City. If a City traveler chooses to use a separate private vehicle because of personal preferences or obligations, they may not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.
- (8) If a City traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) City Vehicle Transportation

- (1) City travelers using a City vehicle for traveling shall not be eligible for reimbursement for mileage.
- (2) City travelers required to fuel a City vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim.

c) Rental Vehicle Transportation

- (1) Vehicles may be rented for transportation at the destination point when the City traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations. Rental car costs may exceed shuttle, taxi, or Uber/Lyft if (1) the traveler needs a vehicle at the destination for business reasons or (2) shuttle times are not reasonable. Traveler may also elect to personally pay the difference between a shuttle, taxi or Uber/Lyft and a rental car.
- (2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
- (3) If more than one City traveler from the same department is traveling to the same function, only one rental vehicle should be claimed, if it is

available for use by all of the City travelers.

- (4) The City traveler shall choose the least expensive size and mileage limits appropriate to the use required. Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed unless other option could be justified.
- (5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the City. Rental cars should be returned to the renting location and on time to avoid additional charges.
- (6) When traveling domestically the City traveler may waive additional vehicle insurance, provided that the employee has his/her own vehicle insurance coverage.
- (7) A car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

- (1) City travelers shall make reasonable efforts to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize City cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.
- (2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. City travelers may upgrade tickets, to include purchase of early boarding privileges, provided that the traveler pays for the difference in cost for such upgrade. The City will not reimburse any type of travel cancellation insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.
- (3) Claims for commercial carrier tickets shall be substantiated by a ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency is sufficient only if appropriate travel information is also provided.
- (4) City business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the City beyond the lowest available airfare/hotel

cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the City or interruption of City work is allowed and any additional time required to complete the trip is to be personal time.

e) Other Transportation Expenses

(1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the City traveler to and from the business destination point:

- (a) taxi, shuttle, Uber/Lyft, similar transit options, or public transit fares;
- (b) parking fees (airport long-term parking is required for travel exceeding 24 hours);
- (c) bridge, road or ferry tolls;
- (d) other actual transportation expenses determined to be reasonable by the department head.

(2) The following transportation expenses may not be claimed:

- (a) traffic and parking violations;
- (b) emergency repairs or non-emergency repairs on non-City vehicles;
- (c) personal travel while at an out-of-City/County location;
- (d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

C. Meal Expenses

1. Eligibility for Meals

a) City travelers are eligible to claim the meal reimbursements noted below.

- (1) Must be eligible for lodging described in section D. Lodging Expenses below.
- (2) Breakfast may be claimed if the City traveler must reasonably be away from home because of City business travel at or before 7:00 a.m.

(3) Lunch may be claimed if the City traveler must reasonably be away from regular/main work location because of City business travel at or before Noon.

(4) Dinner may be claimed if the City traveler must reasonably be away from home because of City business travel at 7:00 p.m. or after.

b) Snacks are a personal expense, not reimbursable.

2. Meal Claims

a) The maximum meal and incidental per diem rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the General Services Administration (GSA), except as otherwise provided herein. Said maximums include taxes and gratuities. Per diem rates are set by the federal government annually and may vary by location, and may be accessed at the IRS web site (which in turn cross-references to per diem rates for federal employees as set by the GSA) at <https://www.irs.gov/faqs/small-business-self-employed-other-business/income-expenses/income-expenses-2>. Business meeting meals where an employee is claiming costs for others may be claimed at the actual expense as set forth herein.

b) Claims for meals taken in conjunction with travel shall be reimbursed in the form of a "per diem allowance", except as provided for herein, which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required. Partial days shall be reimbursed at the appropriate meal rate as defined in C.1.a).

c) Allowable meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price, except as provided for herein when actual expense is allowed. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Finance Department.

d) A City traveler may not claim a per diem allowance or reimbursement for any meal which is provided, or otherwise available, to the City traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere, unless dietary, health or religious reasons apply. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A City traveler may not claim a per diem allowance

for a meal that was paid for by someone else. A traveler can opt out this option for dietary, health or religious reasons and claim per diem.

- e) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is \$79.00 and the breakfast allowance is \$8.00, the employee may claim up to a maximum of \$87.00 for lodging which includes a continental breakfast. (For purposes of this section, continental breakfast does not constitute a provided breakfast meal.)
- f) Claiming for alcoholic beverage expenses are prohibited in all cases.

D. Lodging Expenses

1. Eligibility for Lodging

- a) For out-of-City/County business that is conducted on one business day, if the City traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the City traveler will have the option of securing one night's lodging at either the front-end or back-end of the trip.
- b) For out-of-City/County business that requires multiple business days, if City travelers are eligible to claim lodging for the first and last evenings of an out-of- City/County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.
- c) City travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

2. Lodging Claims

- a) A City traveler may claim lodging expenses based on the actual cost of the lodging (limited to the single occupancy rate for a single room), and upon submission of the original or copy of the full itemized lodging invoice with a breakdown of charges (a credit card receipt by itself is not sufficient) and agenda/brochure or other documentation describing the event, date(s), start and end time, and location.
- b) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, City travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
- c) The City recognizes that in such cases the lodging may exceed the federal per

diem if (i) seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours; (ii) the rate is a group rate arranged by the event sponsoring organization (regardless if events occur at the hotel), and the department head has given advance authorization; (iii) a lower federal per diem rate or group rate is no longer available at the hotel(s) selected by the sponsoring organization; and/or (iv) the traveler is attending out-of-City/County meetings if federal per diem rates are not available in the area and reasonable attempts are made to secure the best rate available within a reasonable distance of the meeting. If the hotel selected by the sponsoring organization is sold out, then the City expects that the traveler will use reasonable efforts to seek and obtain lodging at a nearby hotel at the federal per diem rate or lowest available eligible rate including government rate.

- d) A room folio receipt, showing the number of days, the number of occupants, and a breakdown of expenses is required for lodging claims. A travel agency statement or a credit card receipt alone is insufficient.
- e) When a room is shared with a fellow City traveler, the expense may either be prorated, and the prorated amount claimed by each City traveler, or one City traveler may claim the total expense at the multiple occupancy rate.
- f) When a room is shared with a person other than a City traveler and said person will also be claiming reimbursement from the City or another source, the amount shall be prorated between the two travelers.
- g) Lodging expense may not be claimed for guests of the City traveler. However, one City traveler may claim lodging expenses on a City issued credit card for other City travelers. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.
- h) Rates for special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings should meet rates set forth in this Policy.
- i) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed cancellation charges or for “no-show” hotel charges unless there are unavoidable reasons or legitimate business purposes for cancelling or not showing.
- j) When multiple City travelers are traveling together, one traveler may take care of the invoices but should provide the details on who stayed in each room on the invoices.

E. Registration Fees

Conference, convention and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the claim.

F. Other Travel Expenses

1. City travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require. If applicable, gratuities are limited to not exceed 18% of the service costs unless billed by a provider's standard policy at a higher rate.
2. City travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.
 - a) City business calls (traveler must annotate purpose of call on the bill), except for those issued with City cellular phones.
 - b) fax machine charges incurred to send or receive documents for City business.
 - c) copy machine charges incurred to copy documents for City business.
 - d) Internet access connection and/or usage fees away from home, if Internet access is necessary for City business.
 - e) other City business-related expenses determined to be reasonable and necessary by the department head or City Manager.

VI. OTHER CITY BUSINESS EXPENSES

A. General Guidelines

In the course of conducting City business, employees or contractors may incur business expenses (including meal expenses pursuant to Section V.C) on behalf of the City. Such expenses will be approved for reimbursement if the disbursement meets the following requirements:

- The disbursement is for an ordinary (not extravagant) and necessary expense of conducting City business, or is an expense that is required by the City,
- The expense is approved by the City Manager or a department head (or his or her designee), and
- The payee accounts for the expense in accordance with the rules for an

“Accountable Expense Reimbursement Plan”, as set forth in the Internal Revenue Code and related regulations.

B. Taxation of Business Expense Reimbursements

If a reimbursement to an employee or contractor meets the requirements of this Policy, which is an “accountable plan.”

VII. CLAIMING PROCEDURES FOR CITY TRAVEL

A. Travel Advance Claims

1. Authorizations and Eligibility

- a) Travel advances are strongly discouraged and are only available to City employees. The issuance of travel advances should only be used for meal per diem and registration fee and/or other expenses cannot be paid with City’s purchasing card or paid in advance.

All other travel expenses such as lodging and transportation costs will be paid with a purchasing card at each department or at the Finance Department.

- b) Travel advances require the authorization of the department head or his/her designee and the Finance Director or his/her designee.
- c) A travel advance shall not be issued for a net amount less than \$100.00 nor more than \$2,000.00.
- d) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.
- e) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed \$2,000.00.

2. Travel Advance Requests

- a) Requests for travel advances shall be submitted by the department head to the Finance Department on a completed and signed "City of Seaside-Travel Advance Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.
- b) After a completed and approved "City of Seaside-Travel Advance Request" form is received by the Finance Department, a warrant payable to the City

traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this City travel policy.

3. Travel Advance Settlements

- a) Within ten (10) working days of completion of travel, the City traveler shall submit all receipts for allowable travel expenses to the Finance Department. Finance Department will review the supporting document(s), complete, approve "City of Seaside-Travel Advance Settlement" form and send the form to the traveler and department head for signatures. Credit for the travel advance shall be subtracted from the amount owed to the City traveler.
- b) Within ten (10) working days upon receipt of a signed travel form by all parties and all supporting documents, the Finance Department will process the requested amount.
- c) In the event that allowable expenses are less than the amount of the travel advance, the City traveler shall submit the difference in the form of a check or money order made out to the "City of Seaside" with the "City of Seaside-Travel Advance Settlement" form within 60 days of travel completion.
- d) City travelers who cannot provide a required receipt shall reimburse the City for the amount of the money advanced to them for that expense within 60 days of travel completion.
- e) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.
- f) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth above. Non-compliance may jeopardize advances for the entire department. City may offset a traveler's wages for failure to reimburse City for excess advances.

B. Prepaid Vendor Claims

1. Vendor Claim Requests

- a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized City traveler commences travel. However, it is highly encouraged to utilize a purchasing card to pay for such expenses.
- b) If the travel requires a "City of Seaside-Travel Advance Request" form, the approved form shall be submitted with the claim. If the original has been

submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.

- c) Whenever possible, the City shall be named as registrant for events to allow transfer of attendance privilege when conflicts prevent the original registrant from attending.
- d) The City will mail the warrant directly to the vendor unless the traveler requests that the warrant be returned to them to hand carry to the vendor.

C. Travel & Business Expense Reimbursement Claims

1. Travel and business reimbursement claims shall be processed and approved by a reasonable interpretation of this policy. Claims shall be approved by the traveler's department head or his or her designee and shall be reviewed and processed by the Finance Director or his or her designee.
2. After completion of travel, the City traveler shall submit a completed "City of Seaside-Travel Reimbursement Request" form to the department head or designee for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts and supporting documents, to the Finance Department. Said claim shall be received by the Finance Department within sixty (60) calendar days of the completion of travel.
3. The traveler shall not be reimbursed until s/he has signed the certification for the claim.
4. The Finance Department shall review the claim for compliance with applicable City policies and procedures. If approved by the Finance Department, as applicable herein, the claim shall be processed, and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the traveler will be notified immediately with the specific reasons for denial in writing. The Finance Director shall make the first decision on allowable expenses. The City Manager shall resolve disputes.
5. No reimbursement for travel shall be paid to the employee until all required receipts for the travel claim have been filed with the Finance Department. In rare circumstances, a memorandum from the traveler may suffice for lost or unavailable receipts.
6. Travel reimbursements are to be paid via checks and not to be paid via petty cash.

D. Mileage Claims

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same

claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.

2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.
3. Mileage claims shall be submitted monthly.
4. All mileage claims for the last month of the fiscal year must be processed by year-end close.
5. Mileage claims are to be paid via warrants and not to be paid via petty cash.

E. Reimbursement by Outside Source

1. City travelers receiving reimbursement from an outside source for travel on City time shall forward said reimbursement to the Finance Director for handling and deposit if the traveler intends to submit an expense claim to the City or use City resources, including a City vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Finance Department within thirty (30) days of the receipt of the funds.
2. If a non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the City, the person shall not be eligible to claim or receive any additional reimbursement from the City for the same expenses.

F. Late Claims

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the traveler shall not be made until the claim has been reviewed and approved by the Finance Director or his/her designee. The traveler is required to submit a memo that includes reason(s) submitting the claim late and assurance for timely submission for future claims.

G. Purchasing Card Use

Subject to the rules contained in the Purchasing Card Policy, travel expenses (airline, hotel, vehicle rental, gas, emergency repair of City vehicles and airport parking) may be charged to purchasing cards. Prohibited items include employee meals (except as part of business meeting), room service, movies, cash advances, personal use of any kind, liquor, tobacco and other items prohibited by the

Purchasing Card Policy. Under no circumstances should personal items (even if reimbursed to the City) be charged to the purchasing card. Expenses paid on the purchasing card should not be included on a claim for reimbursement.

VIII. EXCEPTIONS

Exceptions to this policy may be made by the City Manager or his/her designee.

IX. CONFLICTS

Conflicts between this Policy and other City approved policies or action shall be resolved in favor of the latter.

X. MODIFICATIONS

The City Manager may modify this policy to comply with law upon advice of City Counsel.

City of Seaside-Travel Advance Request

Name:	
Dept.:	

Traveler ID No.:	
Account Code:	

Dates & Time	From:	
	To:	

Meeting/Travel Event & Location:	mm/dd/yy	0:00	Per Diem
Travel Resources GSA			

	COST ALLOWED	#####	01/00/00	01/01/00	01/02/00	01/03/00	01/04/00	01/05/00	01/06/00	01/07/00	01/08/00	01/09/00	01/10/00	01/11/00	01/12/00	Paid by City	Due to Traveler
Registration		#VALUE!	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu		\$ -
Lodging-Rate																	\$ -
Lodging-Tax																	\$ -
Air-Fare																	\$ -
Rental-Car																	\$ -
Fuel																	\$ -
Taxis or Shuttle																	\$ -
Parking																	\$ -
Toll																	\$ -
Mileage	\$ 0.58																\$ -
Phone/Fax/Internet																	\$ -
Breakfast bef 7 AM																	\$ -
Lunch bef Noon																	\$ -
Dinner aft 7 PM																	\$ -
Incidentals	\$ 5.00																\$ -
Others																	\$ -
Total to be Paid to Traveler																	\$ -
Total Travel/Training Expenses:																	\$ -

I certify that the expense(s) listed above and this request are true and correct.	
Traveler:	

Date

I have reviewed this request and certify to the best of my knowledge and belief this request is true and correct and hereby approved.	
Dept. Authorized:	

Date

I certify that I have received all required documents for this request and that the computations on the documentation and request are correct. This request is approved for payment.	
Finance Review:	

Date

City of Seaside-Travel Advance Request Checklist

- ☐ Training/Travel Schedule
- ☐ Registration Information/Payment Receipt
- ☐ Lodging Reservation Information
- ☐ Transportation Arrangement
- ☐ Signed Advance Form
- ☐

City of Seaside-Travel Reimbursement Request

Name:	Traveler ID No.:	Dates & Time		From:	mm/dd/yy	0:00	Per Diem
Dept.:	Account Code:	To:		To:			
Meeting/Travel Event & Location:		Travel Resources: GSA					

	COST ALLOWED	#####	01/00/00	01/01/00	01/02/00	01/03/00	01/04/00	01/05/00	01/06/00	01/07/00	01/08/00	01/09/00	01/10/00	01/11/00	01/12/00	Paid by City	Due to Traveler
Registration		#VALUE!															\$ -
Lodging-Rate																	\$ -
Lodging-Tax																	\$ -
Air-Fare																	\$ -
Rental-Car																	\$ -
Fuel																	\$ -
Taxis or Shuttle																	\$ -
Parking																	\$ -
Toll																	\$ -
Mileage	\$ 0.58																\$ -
Phone/Fax/Internet																	\$ -
Breakfast bef. 7 AM																	\$ -
Lunch bef. Noon																	\$ -
Dinner aft. 7 PM																	\$ -
Incidentals	\$ 5.00																\$ -
Others																	\$ -
Total to be Reimbursed to Traveler																	\$ -
Total Travel/Training Expenses:																	\$ -

I certify that the expense(s) listed above and this request are true and correct.	
Traveler:	

Date

I have reviewed this request and certify to the best of my knowledge and belief this request is true and correct and hereby approved.	
Dept. Authorized:	

Date

I certify that I have received all required documents for this request and that the computations on the documentation and request are correct. This request is approved for payment.	
Finance Review:	

Date

City of Seaside-Travel Advance Settlement

Name:		Traveler ID No.:		
Dept.:		Account Code:		

Meeting/Travel Event & Location:	mm/dd/yy	0:00	Per Diem
----------------------------------	----------	------	----------

From:	To:	Dates & Time

	COST ALLOWED	#####	01/00/00	01/01/00	01/02/00	01/03/00	01/04/00	01/05/00	01/06/00	01/07/00	01/08/00	01/09/00	01/10/00	01/11/00	01/12/00	Paid by City	Due to Traveler
		#VALUE!	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu		\$ -
Registration																	\$ -
Lodging-Rate																	\$ -
Lodging-Tax																	\$ -
Air-Fare																	\$ -
Rental-Car																	\$ -
Fuel																	\$ -
Taxis or Shuttle																	\$ -
Parking																	\$ -
Toll																	\$ -
Mileage	\$ 0.58																\$ -
Phone/Fax/Internet																	\$ -
Breakfast bef. 7 AM																	\$ -
Lunch bef. Noon																	\$ -
Dinner aft. 7 PM																	\$ -
Incidentals	\$ 5.00																\$ -
Others																	\$ -
Advanced Payment																	
Total to be Reimbursed to Traveler (City)																	
Total Travel/Training Expenses: \$ -																	

I certify that I have received all required documents for this request and that the computations on the documentation and request are correct. This request is approved for payment.	I certify that the expense(s) listed above and this request are true and correct.	I have reviewed this request and certify to the best of my knowledge and belief this request is true and correct and hereby approved.
Finance Review:	Traveler:	Dept. Authorized:
Date	Date	Date

City of Seaside-Travel Reimbursement Request & Settlement Checklist

- ☐ Training/Travel Schedule or Agenda
- ☐ Registration Information/Payment Receipt
- ☐ Lodging Port Folio
- ☐ Transportation Arrangement
- ☐ Signed Advance Form
- ☐ Certification, if any
- ☐ Receipts, if any

Vehicle Information

☐ City Vehicle ☐ Personal Vehicle
Veh. # _____

Odometer Reading:

Start: _____ End: _____ Total: _____

Driver:

Passenger(s):

Name:		Traveler ID No.:		Dept.:	
-------	--	------------------	--	--------	--

Total: \$ -

Traveler: _____ Date: _____

CITY OF SEASIDE

PURCHASING CARD POLICIES AND PROCEDURES

PURPOSE

These guidelines establish the City's basic policies and procedures for using purchasing cards for the purchase of small dollar supplies and services on behalf of the City and payment of City business travel expenses, excluding travelers' meals.

OBJECTIVES

The use of purchasing cards instead of other payment options is intended to:

- I. Reduce procurement and payment processing costs.
- II. Improve vendor relations by making "doing business" with the City easier.
- III. Enhance internal control by better identifying specific employees making supply and service purchases on behalf of the City, and improving the accuracy of account distributions between programs and projects.
- IV. Take advantage of cost-saving opportunities by purchasing on the Internet and through catalogs.

POLICIES

- I. The Finance Director will issue City purchasing cards to City employees as requested by the Department Head and approved by the City Manager. Department heads will set monthly card limits from \$100 to \$5,000 for each employee who is issued a card. Department Heads may also set per transaction limits from \$50 to \$5,000 for each employee who is issued a card.
- II. Using the Purchasing Card
 - a. The purchasing card may be used to make the following types of purchases:
 - Purchases that do not require contracts.
 - Equipment, parts, materials and supplies for maintenance and repair items required in the field.
 - Books, periodical publications and subscriptions.
 - Office supplies.
 - Food and related supplies for bona fide business meetings with agendas and sign-in rosters.

- Airline travel.
 - Hotel lodging.
 - Vehicle rental.
 - Emergency repairs to City vehicle.
 - Airport parking.
 - Departmental supplies and minor service charges.
- b. The purchasing card may NOT be used to make the following types of purchases:
- Any personal items and donations.
 - Room service, movies, etc.
 - Employee meals related to travel.
 - Any items for employee morale.
 - Firearms, liquor, or tobacco.
 - Rental or lease of land or buildings.
 - Lease or purchase of fixed asset.
 - Cash advances.
- c. The purchasing cards may be used to make purchases of handout items such as de minimis gifts and gift cards for community events and reasonable decorations. For gift cards, regardless the value of the cards, the following documents shall be submitted as supporting documents for payments:
- Event flyer that includes date, time, and location.
 - Recipient's signed acknowledgement of receipt of the gift card that includes printed name and phone number of the recipient and the value of the card.
- III. Purchasing cards should never be used to circumvent established competitive purchasing procedures. This means that no purchases for goods should be made in excess of \$1,000 that would otherwise require competitive bidding.
- IV. **Employees will not use City purchasing cards for personal expenses even if the intent is to reimburse the City later.** Charging personal expenses on City cards is a misuse of City funds and a serious breach of the City's ethics policy. Doing so—even if the intent is to reimburse the City later—will result in disciplinary action, up to and including termination.

PROCEDURES

I. Requesting Purchasing Cards

- a. Department Heads will submit purchasing card requests, with limits specified, to the City Manager for approval.
- b. After approval, the Finance Director will set-up cardholders with appropriate card limits.

II. Criteria

Purchasing cards will only be issued to City employees. Department Heads should consider the following factors in deciding who should get a card and what the card limits should be:

- Ability to hold accountability for purchases made on the card.
- Frequency of use, diversity of vendors and dollar value of purchases made by the employee.
- Necessity to use the purchasing card for travel.

III. Cardholder Agreement

Before receiving a purchasing card, employees will sign a “Purchasing Cardholder Use Agreement” (Exhibit A) setting forth their obligations under this program.

IV. Competitive Bidding

The City’s bidding and quote procedures apply to all types of purchases, including purchasing card purchases. Therefore individual purchases should not exceed \$1,000. Purchase orders and/or formal agreements should be used for purchases in excess of \$1,000.

V. Timely Payment

Department Heads are responsible for ensuring that each purchasing card statement (with appropriate and complete supporting documentation) is submitted to Finance for payment in a timely manner, no later than 5th day of the following month of the statement month.

VI. Disputed Charges

Cardholders are responsible for ensuring that the vendor and issuing bank are notified immediately of any disputed charges. Forms (provided by the issuing bank) are available from Finance.

VII. Standard Process for Payment

The City’s standard accounts payable system will be used to process monthly purchasing card statements for payment. For each charge, proper supporting documentation (original invoices or itemized receipts and with charge card receipts) should be attached and account numbers indicated.

- a. For travel/training related expenses, the following items must be submitted as supporting documentation:
 - Receipt/confirmation for registration.

- i. Daily training agenda/schedule (a memo for travel) which includes title of training (or purpose of travel), location, start and end time.
 - ii. A room folio receipt, showing the number of days and the number of occupants for lodging charges.
 - iii. Transportation method.
- For food and related supplies expenses for bona fide business meetings, the following items must be submitted as supporting documentation:
 - i. Meeting agenda that includes date, start and end time, location, and a sign-in sheet.
 - ii. Itemized receipt.
- b. In the event a personal charge is made, reimbursement to the City must be made *prior to* the purchasing card due date and proof of payment/receipt of reimbursement must be included as supporting document. The reimbursement doesn't eliminate any potential disciplinary action.

VIII. Guidelines for Departmental Procedures

Specific procedures for processing purchasing card payments will vary from department-to-department based on their unique needs.

IX. Lost or Stolen Cards

Cardholders are responsible for notifying the issuing bank and the Finance Department immediately if the card is lost or stolen. Standard forms (provided by the issuing bank) are available from Finance for this purpose. Failure to do so may result in making the cardholder responsible for any fraudulent use of the card.

X. Disciplinary Action

Department heads are responsible for all disciplinary action surrounding misuse of cards, including requesting cancellation of card privileges.

XI. Return of the Card upon Request or Termination

Cardholders will surrender their card upon request of their Department Head. The Department Head is responsible for retrieving the purchasing card when an employee separates from the City.

Exhibit A

CITY OF SEASIDE

PURCHASING CARDHOLDER USE AGREEMENT

Employee:_____Department:_____

The above named employee (Cardholder) of the City of Seaside has been issued a City purchasing card. The Cardholder has been provided with a copy of the City's purchasing card policies and procedures, and hereby agrees to comply with all terms and conditions set forth therein, including but not limited to:

1. **Official Use Only.** City purchasing cards are for official City use only. Charging personal expenses on City cards is a misuse of City funds and a serious breach of the City's ethics policy. Doing so—even if the intent is to reimburse the City later—will result in disciplinary action, up to and including termination.
2. **Timely, Accurate and Supported Payments.** Purchasing card payments will be processed on a timely basis, and adequate supporting documentation those are listed in Section VII. will be retained for all charges and attached to the monthly statement submitted to the Department of Finance.
3. **Disputed Charges.** The vendor and issuing bank will be notified immediately of any disputed charges.
4. **Lost or Stolen Cards.** The issuing bank and the Department of Finance will be notified immediately of a lost or stolen card. Failure to do so could make the Cardholder responsible for any fraudulent use of the card.
5. **Surrender Upon Request or Separation.** The purchasing card will be immediately surrendered upon retirement, termination or upon request of the Department Head. Use of the purchasing card for any purpose after its surrender is prohibited.
6. **Purchasing Card Limits.** Per month limit of this card is \$_____.
Per transaction limit of this card is \$_____.
7. **Other Restrictions.**_____

Cardholder Signature _____ Date _____

**RETURN OF CITY PURCHASING CARD UPON SEPARATION
FROM CITY EMPLOYMENT**

I HEREBY SURRENDER the purchasing card issued to me by the City of Seaside to my Department Head, to be forwarded to Finance. I declare that all outstanding charges on the purchasing card are for official City business and will be paid through established procedures.

Cardholder Signature _____ Date _____

Department Head Signature _____ Date _____

Finance Signature (confirming destruction of the card) _____

Date _____



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, January 17, 2019
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, Pacheco, Wizard, Oglesby
ABESENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Harold Lusk led the Invocation. Mayor Oglesby requested to close the meeting in honor of the Police Officer killed in the line of duty at age 22. He noted that 7 police officers have been killed in the line of duty so far this year.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Oglesby invited comments from the public.

- Sandra Weaver spoke on behalf of the Friends of the Seaside Library requested community input Monday January 28th from 5:30 to 6:30 at the Seaside library. The public will have the opportunity to share what they value about the library which will prioritize service. There will be a survey link for those that cannot attend.
- Joy Lucido asked City Attorney Freeman when the results of the audit will be on the agenda and for public review.
- Alicia Paris spoke in support of the Seaside Farmer's market and the benefit to the community. She suggested for the two weeks during the holiday in which it was closed to consider a holiday arts and crafts fair as well as the market.
- Helen Rucker reported that January 19th there will be a high school forum to encourage young people to apply for scholarships for higher education, as well as the Martin Luther King March on January 21 in Seaside. She thanked all Seaside staff that helps with the facilitation of this event.

City attorney Freeman reported that the Forensic Audit will be received next week and once it is shared with the majority of the City Council, it will become a public document.

6. **PUBLIC AGENCY COMMUNICATIONS**

Public Affairs Officer Milton-Rerig reported on the Seaside Fire Community Driven Strategic Plan and survey opportunity

7. **PRESENTATIONS**

A. REPORT FROM CITY ENGINEER REGARDING WATER MONITORING REQUIREMENTS

City Engineer Riedl presented a brief report regarding the water monitoring and sampling requirements for the Seaside Municipal Water System.

B. PRESENTATION FROM SEASIDE HIGH ROBOTICS CLUB - BAY BOTS

Heidi Perez, president of the Seaside High Bay Bots robotic club spoke to the current robot they are designing and to the intent, purpose and performance of the bot club. She spoke to the educational benefits, future job opportunities and leadership that this program provides. She invited community support and sponsorship by way of funds or mentoring for the Seaside-hosted Monterey Bay Regional that will consist of 35 teams from around the world, March 21-24th at Seaside High School.

C. MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT STATE OF FACILITIES PRESENTATION

Monterey Peninsula Unified School District Superintendent PK Diffenbaugh updated the community on the state of the MPUSD facilities, informing the community on the expenditures of Measure P funds from 2010 and the new Measure I that was passed in June 2018. He spoke to the current and proposed projects at Seaside schools including replacing portables with permanent classrooms and adding a Media Center/library at Seaside High. Over \$1 million was invested in corrosion repair and for preventative measures and they will paint the entire Seaside High School campus. Seaside Middle school modernized their classrooms for the project based learning style. Los Arboles received a kitchen renovation and Central Coast High School will receive a state of the art culinary kitchen to promote culinary arts as an educational option. He then spoke to the proposed Measure I projects under planning and outlined the Board's criteria for prioritizing future bond projects. Over \$600,000 has been identified for modernization and infrastructure projects, and projects that can get funding back from state or federal sources to maximize benefits have been prioritized. He closed by saying the District is seeking community input and there is a survey available at mpusd.net for feedback.

8. CONSENT AGENDA

Item D was pulled for discussion. There were no additional requests to speak.

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

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

A. APPROVE MINUTES FROM JANUARY 3, 2019 AND JANUARY 10, 2019

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM KIWANIS CLUB OF SEASIDE

Action: Approved

D. APPROVE A FEE WAIVER REQUEST FROM THE LULAC COUNCIL NO. 2895 FOR THE USE OF A MEETING ROOM AT THE OLDEMEYER CENTER

Mayor Oglesby invited comments from the public.

- Kay Cline questioned the fee waiver policy asking if one request can cover a series of days, as the policy states an organization can only have one fee waiver per year and this request is for the first Saturday of every month.

Recreation Director Nancy Towne responded that it was counted as one fee waiver, consistent with past approvals. Mayor Oglesby requested that staff clarify language in the policy.

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

RESULT: **Approved**

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

NOES: None

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. (SECOND READING, ROLL CALL VOTE)

City Manager Malin spoke to the presentation provided during the January 3, 2018 meeting explaining the current code is cumbersome and the proposed changes will simplify the process. This action is supported by the Environmental Committee and the Planning Commission and there were no negative comments made at the previous meetings or received by staff.

Mayor Oglesby clarified that the proposed species are not an aggressive breed of bees and if they can become a nuisance you can be accountable to your neighbors and there are remedies. Staff affirmed. Mayor Oglesby invited comments from the public and had no requests to speak.

On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council Passed Ordinance 1057 adopting text amendments to Sections 6.04.165 and 17.52.020 required to allow beekeeping by right.

RESULT: **Approved**

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

NOES: None

10. BUSINESS ITEMS

A. CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR THE 2019 SEASON AND AUTHORIZE WAIVING \$64,382 IN FEES

Recreation Director Towne spoke to the contract elements and to the costs associated for actual field usage, lights, usage for BBQ pits and other areas during tournaments. Hard costs for City staff time are \$17,364. The remainders of the cost listed are potential rental revenues which would be a lost opportunity cost. She spoke to the historic approval of these contracts. On question, it was answered that this is a national organization.

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

Council Member Wizard acknowledged that \$64,000 is an investment in our youth. He did ask that our Council, going forward, would consider the value that we receive by making investment in youth sports as a general concept. Council Member Pacheco spoke to the operational efficiency of the organization and that this program is a way to support youth violence prevention and help grow youth sports in our community.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved a resolution authorizing the fee waiver and the execution of a contract for Seaside Pony Baseball 2019 season.

RESULT: **Approved**

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

NOES: None

B. DISCUSS APPLICANT PRESENTATIONS FROM JANUARY 10, 2018 SPECIAL MEETING AND VOTE TO SELECT A CITIZEN TO FILL VACANT CITY COUNCIL SEAT

Mayor Oglesby requested the City Attorney to clarify that the Mayor cannot make a direct appointment and there was no legal requirement to take the third highest vote getter. City Attorney Freeman affirmed that the Mayor could not have made a direct appointment and that the Council could have, but didn't, select the third highest vote in the 2018 election as the criteria for appointment. City Manager Malin outlined to the process established during previous meetings.

Mayor Oglesby invited comments from the public.

- Sue Hawthorne expressed appreciation to all the applicants for their efforts and presentations.
- Mel Mason spoke in support of his wife Regina Mason and spoke to her body of work, with over 30 years of community social work.
- Peter Keiser requested the Council appoint a balanced person with religious perspective which is not currently represented on the Council.
- Annabelle spoke to being involved in political action and looks toward people that help others in a community. She advocated for selecting Gertrude Smith for the Council Member position.
- Sam Rashkin spoke to the large, complicated nature of government. There are very dynamic and complicated issues to come before the Council in the near future and he encourage electing someone who can work with staff as well as make great policy decisions.
- Pastor Brit spoke in support of Regina Mason and to the work that she put in during the campaign.
- Steven Goings acknowledged that the Council does not have to appoint Ms. Mason, but believes that they should. The effort that was expended during the election was significant and others did not put their names forward at the proper time.
- Pastor Anthony Dunham of First Baptist Church advocated for Ms. Mason to serve the community.
- Miriam Smith advocated in support of Gertrude Smith being a bold youth who was brave enough to apply. Please consider voting to support young people as they are willing to step up and volunteer in the community to bridge the gap between young and old. She understands how essential it is to bring the disenfranchised to the table for conversations.
- A resident spoke for Ms. Mason due to her effort expended during the election campaign. Those people who had a desire to help the city should have run before.
- Gertrude Smith spoke to the assets she believes would help bring value as a Council Member. She spoke to her experience working with staff in various departments and to her experience for legislative advocacy. Although she is young, feminine, and brings different

experiences, she thinks she can help harness the Council collective energy into the manifestation of practical idealism. As a member of a family of nine, she knows how to build consensus.

- Kay Cline thanked the Council for opening this up for members of the community to be able to apply. She spoke to the young women who are serving this community and to the importance to serve on committees as step forward to the Council.
- Keith Dodson request that during the deliberations, there be consideration that running for office is a big experience but more so encouraged prioritizing who can work best for the Council to move Seaside forward.
- Camille Groves said attending Council meetings regularly and service on a committee is an investment into Seaside. She advocated for Alissa Kisperskey due to her time on the Peace Corps, her understanding of homelessness and for smart and sustainability development, a breadth and depth of interest across the city, knowledge of regional development impacts she advocated for Roeolof Wijbrandus.
- AnnaLisa Mitchell please don't lose sight of what the voters have already said. Just because they didn't serve the City does not mean they didn't help the City. She advocated for Ms. Mason.
- Marie Ann Pagan please make your decision so we don't have to sit here till midnight.
- Reverend Don Dunham cast his vote again for Regina Mason.
- Emily Howard spoke in support of Lacey Raak she would be a great advocate speaking for women, mothers and the environment.
- Gracie Rubio encouraged a strong consideration of Diana Ingersoll for 30 years of staff loyalty, a historical perspective of where we have been, where we are and where we need to be. She understands development, her knowledge and experience can be a great asset for policy setting, budgets, administration she can only make the team stronger.
- Felix Bachofner spoke to the great quality of the applicant pool. He spoke to electoral math, that the third highest vote-getter. He spoke to his campaign for MPC Board of trustee; running for council should not be a consideration and be careful when you make the equivalency which would be a false equivalency. One other thing to consider, only one applicant reached out to another segment of the community. Lacy translated hers to Spanish, and serves a very under represented population. He advocated for Ms. Lacey.
- Charles Brown echoed the voter information as Mr. Bachofner said. He suggested picking a thinking and ideological person on the Council, as well as that of a woman. Someone who has a different perspective and a community understanding. He advocated for Ms. Mason.
- Guadalupe Perez said that Ms. Mason brought her on her campaign with a translator to help communicate with the public.
- Margaret Serna Bonetti and agreed Regina has made effort to communicate with the Spanish speaking population. And she will represent female women of color on the dais.
- Roselyn Green spoke to anyone who wants to be on the Council should run in an election and that there is another one in 2020.
- Harold Lusk please listen closely and consider carefully. All humans have the right to make choices, and campaign in their own way. Whoever is on the dais has to stop having their own agenda. They need to be a person of Seaside without a personal agenda.
- Alex Miller said he knows he has a lot of doors to knock on. He spoke to the chair of the NIP. He wants to help the Council with issues that they face. The city has a lot of law considerations and he just finished law school. WE need to understand issues from a legal perspective.

Mayor Oglesby asked the Council how they wished to proceed. Council Members requested to make comments prior to voting. Council Member Wizard spoke to the previous Council deliberation and appreciates the transparent and inclusive process that was established. All are qualified and capable people who have stepped forward. He informed all candidates that there is only one space on the Council but there are many Board and Commission openings. He encouraged anyone who is disappointed with the decision to take up the choice with the deciding Council and not on the

candidate selected. Every one of the Council Members will do what they think is the best thing for Seaside. Council Member Campbell acknowledged it as a very difficult decision and appreciated every single person who made efforts to apply. Council Member Pacheco commended anyone who is willing to be in the public eye. He spoke to his evaluation process and criteria believing it to be fair and objective. Mayor Oglesby said all are good citizens and should be applauded for their willingness to step forward. He spoke to his criteria and personal evaluation process and to his experience when he lost an election as well as when he won and he believes the public has spoken with their votes in the 2018 election.

The voting commenced. The Council each selected up to two candidates. The following candidates were selected: Mason, Kisperskey, Olis, Wijbrandus, Raak and Ingersoll. There were no Council comments after Round 1. Round 2 commenced and each Council Member voted for one individual. The result was the following: Kisperskey, Mason, Olis.

As agreed, the Council asked questions of the remaining candidates. Ms. Kisperskey was asked what the most pressing topic before Seaside is to which she answered that development of Fort Ord and how to grow our City financially were priorities followed by a good for quality of life for the residents. She also believes further developing a more robust downtown is pressing. Mr. Olis was questioned about what he identifies as opportunities and challenges in Seaside to which he answered Seaside has a lot of opportunities to be a leader on the peninsula in areas such as homelessness, affordable housing as well as development and redevelopment of vacant lots. Ms. Mason spoke to her perspective which is the economic comeback from dealing with the closure of Fort Ord as well as food, housing and shelter for those that are disenfranchised in our community. She spoke to the things that Village Project is doing that the City could do for residents.

The Council proceeded to round three with the following result: Kispersky, Mason, Olis
The Council proceeded to round four with the following result: Kispersky, Mason
On the fifth round, the Council unanimously voted for Ms. Alissa Kispersky.

Mayor Oglesby announced that the swearing in ceremony would be held on January 24, 2019 at 7:00 pm.

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

Council Wizard requested that staff prepare a 2018 year in review for cannabis permits and to bring on a professional evaluator to conduct evaluations for the City Manager and City Attorney. Council Members Pacheco and Wizard spoke to their scheduled homeless forum to be held on February 13th at 6PM at the Oldemeyer Center. Mayor Oglesby announced that Monterey Bay Community Choice power will have a special meeting to discuss the bankruptcy of PG&E as well as announcing the Third annual Women's march to be held on January 19th at Colton Hall in Monterey, and the Martin Luther King March on the 21st in Seaside ending at the Oldemeyer Center. Mayor Oglesby also requested that staff make it a priority to be actively participating in the census.

12. ADJOURNMENT

On motion, the meeting was adjourned at 10:07 PM.

Respectfully submitted,



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
COUNCIL CHAMBER
Thursday, January 24, 2019
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, Pacheco, Wizard, Oglesby

ABSENT: None

3. **PUBLIC COMMENT**

Mayor Oglesby invited comments from the public.

- Dave Lusikar commented that the cooperative spirit of the City of Seaside can build sustainable development that is inclusive enough to encompass not only enough affordable housing but also a luxury golf resort and a campus town with a Trader Joes.
- Alana Miles MPUSD Board Member thanked the City for its support of the District students. She spoke to the Mayor's Youth Fund donation to the Robotic Club and spoke to the regional championship to be hosted by Seaside High. She also thanked the City for the donation to the basketball program.
- Lanny Olis spoke to the Seas Stars park clean up event to be held cooperatively with FOFSPA and NIP February 9th, 10-11 am at Beta Park.
- Roelof Wjibrandus thanked the Council for their appointment process, as open, clear and transparent. He spoke to negativity at the Martin Luther King event but reiterated he like the way that the City conducted the business with city participation.
- Kenneth Murray spoke to the appointment process and outcome and stated it is time to move forward and not move backward. We have a divided country, sometimes divided cities and churches. Now is not the time to be divisive.

4. **BUSINESS ITEMS**

A. **APPROVE RESOLUTION APPOINTING ALISSA KISPERSKY TO VACANT CITY COUNCIL POSITION THROUGH DECEMBER 2020**

Mayor Oglesby invited comments from the public.

- Gertrude Smith spoke in support of the appointment process instead of a special election and thanked them for choosing a speedy efficient path.
- Margaret Serna Bonetti actively disagreed with Council Member Wizards comments at a previous meeting about the Council selection. She expressed frustration at Council Member behavior at the Martin Luther King event believing it took away from the vote of the people. She expressed disappointment that the Council did not select Regina Mason for the position.
- Guada Perez explained she disagreed with Council Member Wizard's words and his tone during the January 17th meeting as her political comment of free speech. She disagreed that anyone who did not run for office should have been considered and she said she had votes of no confidence for the Council Members.

- Helen Rucker spoke to the need for the City to come together. She spoke directly to Ms. Kispersky and welcomed her to help make Seaside the best city that she can make it. She thanked the Council for participating in an equitable manner.
- Pastor Harold Lusk spoke about Martin Luther King's message which was a purpose and a cause, for all people, not just black people to have equal rights. All of us must come together and stop individualizing our agendas. He stated when he looks at the Council, there is no color, only different perspectives and mindsets but everyone has to come together as a City or everyone will suffer.
- Peter Keiser requested that the meeting formality of prayer be exercised and prayed for the meeting.

Council Member Campbell informed those present that he is available to discuss his decision regarding his vote with anyone who desired. He thanked Council Member Wizard for his comments that it was a Council decision and concerns should be taken up with those that made the decision. He is looking forward to having another thoughtful voice on the dais and he thanked the Council for the transparent and clear process. Council Member Pacheco spoke in support of the process and commended the Council for working together as a unified team. He thanked the community religious leaders that want to unify and not divide. Speaking to the community, he stated that if you love Seaside, stay active. Council Member Wizard echoed Council Member Pacheco and Campbell and offered explanations and rational to anyone who requested it. Mayor Oglesby thanked the applicants, the Council and staff.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council adopted Resolution 19- 03 Appointing Alissa Kisperskey to the vacant City Council Position.

RESULT: **Approved**

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

NOES: None

5. **OATH OF OFFICE AND INSTALLATION OF COUNCIL MEMBER ALISSA KISPERSKY**

Mayor Oglesby administered the Oath of Office to newly appointed Council Member Alissa Kispersky.

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

On motion, the meeting was adjourned to the reception.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant

DATE: February 7, 2019

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of January 5, 2019 through January 25, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of January 17, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,496,687.57.

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:

- \$426,965.74 for Payroll and benefits.
- \$10,133.83 to California-American Water for water consumption at multiple City of Seaside service addresses. Billing period: 11/21/2018 - 12/26/2018.
- \$17,717.04 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of November, 2018 for the 13 City of Seaside motels/hotels.
- \$20,233.75 to Monterey County Convention & Visitor's Bureau for Quarter 3, FY 2018/19 (Jan - Mar), jurisdiction improvement investment.

- \$32,948.75 to Harris & Associates, Inc. for 11/25/2018 - 12/29/2018 CIP management services for: Del Monte Blvd. sewer line (CIP 5), Canyon Del Rey sewer line (CIP 18), Highway 1 sewer cleaning (CIP 19) and miscellaneous CIP oversight.
- \$15,766.29 to DLB Associates, Inc. for a new server plus 3-year hardware maintenance for the records management system (Tracnet) for the Seaside Police department.
- \$12,510.90 to Bear Electrical Solutions, Inc. for September and October, 2018 traffic signal maintenance (routine and response); January, 2019 - replaced 87 existing parking lot fixtures at the Home Depot parking lot.
- \$57,653.49 to Garland/DBS, Inc. for the balance due from a previous (underpaid) invoice for services rendered on the Oldemeyer roof project. Work performed was completed through 7/17/2018.
- \$14,743.65 to Garland/DBS, Inc. for payment #3 for the Oldemeyer roof project. Worked completed through 12/14/2018.
- \$22,269.45 to Verde Design, Inc. for 8/26/2018 - 9/25/2018 services for Cutino Park improvements.
- \$12,071.83 to Monterey One Water for July-September, 2018 lift station maintenance.
- \$15,600.00 to Project Dimensions, Inc. for November, 2018 construction management/inspection services for Cutino Park- Phase I.
- \$20,895.00 to Project Dimensions, Inc. for December, 2018 construction management/inspection services for Cutino Park- Phase I.
- \$20,531.59 to Intermountain Slurry Seal, Inc. for payment #3 for West Seaside slurry services through 1/17/2019.
- \$14,315.54 to Barbara Kong-Brown for Seaside Police department appeal hearing services.
- \$111,643.24 to Sanact, Inc. for sewer cleaning (low water usage) and video inspection at Hwy 1 (Sand City). Invoice period: 11/26/2018 - 1/8/2019.
- \$68,755.75 to Sanact, Inc. for sewer cleaning (low water usage) and video inspection at Hwy 1 (Sand City). Invoice period: 1/9/2019 - 1/17/2019.

The remaining checks, totaling \$601,931.73 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

Meeting Date: February 7, 2019

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

DATE: February 7, 2019

**SUBJECT: ADOPT RESOLUTION TO APPROVE REVISED APPOINTMENTS
TO OUTSIDE AGENCIES FOR 2019**

PURPOSE & RECOMMENDATION

Approve additional appointments for outside agency representation for 2019.

BACKGROUND

When annual appointments were approved for 2019, there was a vacant seat on the City Council and specific assignments were reserved until that vacancy was filled.

This item is to appoint to fill those vacancies now that the City Council is at full membership.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Draft Resolution
 2. 2019 Revised Outside Agency Assignments
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

Meeting Date: February 7, 2019

Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING MAYOR'S RECOMMENDATION FOR REVISED CITY COUNCIL
MEMBER ASSIGNMENTS TO COMMITTEE/COMMISSION/BOARD
ASSIGNMENTS FOR 2018**

WHEREAS, annually, the Mayor considers City Council Member assignments to various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies; and

WHEREAS, Mayor Oglesby considered the necessary annual appointments made recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies for January 1, 2019 to December 31, 2019; and

WHEREAS, The City Council approved a portion of the appointments for 2019 during the December 20, 2019 City Council meeting but having a vacant City Council seat, reserved some appointments; and

WHEREAS, The City Council is now at full membership.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve Mayor Oglesby's recommendations for revised City Council Member assignments to various outside commissions, committees and boards as listed in Attachment A.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Seaside, duly held on the 7th day of February 2019 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

SEASIDE CITY COUNCIL MEMBER COMMITTEE ASSIGNMENTS January 1, 2019 –December 31, 2019 *REVISED*

Item	Committee	Representative	Alternate	Date/Time
1	<u>Association of Monterey Bay Area Governments (AMBAG)</u>	Council Member Kispersky	Council Member Wizard	2 nd Wednesday, 7 p.m.
2	<u>Monterey-Salinas Transit District (MST)</u>	Mayor Pro Tem Pacheco	Council Member Campbell	2 nd Monday, 10 a.m.
3	<u>Transportation Agency of Monterey County (TAMC)</u>	Mayor Oglesby	Mayor Pro Tem Pacheco	4 th Wednesday, 9 a.m.
4	<u>Monterey Regional Water Pollution Control Agency (MRWPCA)</u>	Council Member Campbell	Council Member Kispersky	Last Monday, 7 p.m.
5	<u>Community Human Services of Monterey County JPA</u>	Mary Mitchell	Council Member Kispersky	3 rd Thursday, 11:30 a.m.
6	<u>Monterey Regional Waste Management District (MRWMD) (4 year appointment)</u>	Council Member Campbell	Council Member Kispersky	3 rd Friday, 9 a.m.
7	<u>Seaside County Sanitation District</u>	Council Member Wizard	Mayor Pro Tem Pacheco	2 nd Tuesday, 9:30 a.m.
8	<u>Monterey Peninsula Unified School District (MPUSD) Governance Collaboration</u>	Mayor Oglesby Mayor Pro Tem Pacheco	NA	Called
9	<u>North Salinas Mosquito Abatement District</u>	Reserved	Council Member Campbell	2 nd Tuesday, 12 noon
10	<u>Fort Ord Reuse Authority (FORA)</u>	Mayor Oglesby Council Member Wizard	(1) Mayor Pro Tem Pacheco/ (2) Council Member Campbell	2 nd Friday, 3:00 p.m.
11	<u>Seaside Groundwater Basin Watermaster</u>	Mayor Oglesby	Council Member Wizard	First Wednesday, 2 p.m.
12	<u>Monterey Peninsula Regional Water Authority (MPRWA)</u>	Mayor Oglesby	Mayor Pro Tem Pacheco	2 nd and 4 th Thursday, 7 p.m.
13	<u>Traffic Advisory Committee</u>	Mayor Pro Tem Pacheco	Council Member Campbell	3 rd Tuesday, 5:00 p.m.
14	<u>Laguna Grande Joint Powers Authority</u>	Council Member Kispersky	Council Member Wizard	Called
15	<u>California Joint Powers Insurance Group</u>	Council Member Campbell	Roberta Greathouse	Called
16	<u>Monterey Bay Community Choice Power Policy Committee</u>	Mayor Oglesby	Mayor Pro Tem Pacheco	1 st Wednesday at 10:30 a.m.
17	<u>Homeless Leadership Council</u>	Mayor Pro Tem Pacheco	Reserved	Called
18	<u>Monterey Bay Community Choice Power Operations Board</u>	City Manager Craig Malin	Human Resources Director Roberta Greathouse	3 rd Wednesday at 10:30 a.m.

-

ATTEST per Resolution No. 19

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: February 7, 2019

**SUBJECT: APPROVE RESOLUTION ADOPTING CITY HALL AND AVERY
GALLERY USE POLICY**

PURPOSE & RECOMMENDATION

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

BACKGROUND

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

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

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

Key changes to the policy:

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

- with the Seaside Fire Department and building department for occupancy requirements.
- Adds the provision to allow alcoholic beverages at the facility during reservations with additional provisions including required permits, hired security, agreeing to host no one under 18 years of age is present and providing proof of liability insurance.
- Prioritizes City uses of the facility and allows rentals exclusively outside of normal business hours for non-profit organizations.

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

FISCAL IMPACT

There should be no substantial fiscal impact associated with this item as all costs should be covered by the total facility rental fee. If approved the rental fee will come before the Council for approval at a future meeting.

ATTACHMENTS

1. Draft Policy
 2. Facility Rental Request Form
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



SEASIDE CALIFORNIA

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

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

PRINCIPLES OF USE

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

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

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

CONDITIONS OF USE

Use will be restricted to meetings of no more than 19 (nineteen) people in the Conference Room, no more than 100 (one hundred) people in the Council Chambers and no more than 50 (fifty) people in the Avery Gallery. Persons using the facility during business hours are requested to show consideration for the working environment of the building by keeping congestion in the hallways to a minimum by protecting the facility's equipment and furnishings, and by keeping noise levels low. If the facility is reserved outside of business hours, a staff member is required to be present and the costs for that staff member will be included within the reservation fee. Use of City computer systems or electronic equipment is not allowed. Use of audio equipment is acceptable.

ALCOHOL

If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and your deposits and fees will NOT be refunded. No alcohol can be served to minors or at any youth-related events and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.

SECURITY

Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per 50 guests. A copy of the contract must be provided to staff 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

ARRANGEMENTS FOR USE

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

The Seaside Recreation Department
896 Hilby Avenue, Seaside, CA 93955 831-899-6800

Requests must be received at least 2 weeks (14 calendar days) in advance of the requested meeting date.

FEES

The reservation fee for use of the City Hall Council Chamber, Conference Room or Avery gallery is shown on the City's approved "Fees and Charges Schedule". By filing such an application, the applicants and the members of any group sponsoring the use shall be jointly liable for the cost of repairing any damage to the property of the City resulting from such use, and for adhering to its policies for such use. Fees are applicable to other governmental agencies after regular business hours and to all community groups at all times, unless waived by the City Manager.

LIABILITY INSURANCE/INDEMNITY

A \$1,000,000 (\$2,000,000 aggregate) liability insurance policy is required. You can either purchase it through the City, or from another insurance company and provide us a copy of the policy naming the City of Seaside named as co-insured. Renter agrees to reimburse the City for any and all costs the City incurs arising from the renter's use of the premises, including but not limited to repair costs due to damage of City property. Renter shall indemnify, defend, and hold the City of Seaside, its officers, agents, employees and contractors harmless from any and all liability for damages or claims of same, including, but not limited to, property damage, personal injury, and death, caused by, arising out of or in connection with Renter, Renter's agents, employees, contractors or invitees operations or use of City facilities under this agreement. Such indemnification shall include reasonable costs of defense, judgments, settlements, attorney's fees, and other such costs as may be fixed by the court.

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



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

Day of Event Contact Name and Phone: _____

☐ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: _____

Event Description: _____

Event Date: _____ Approximate Number of Guests: _____

Start Time: _____ End Time: _____ Set Up/Break Down Time: _____

Special Instructions: _____

Request to use the City's:
**Subject to availability*

☐ Projector Screen

☐ Microphone

***Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No
Are you a non-profit organization?	☐	☐	Will refreshments be served?	☐	☐
Are you a government organization?	☐	☐	Will refreshments be sold?	☐	☐
Is the event open to the public?	☐	☐	Will you be using the kitchen?	☐	☐
Will admission be charged?	☐	☐	Will alcohol be served?	☐	☐
Will there be music?	☐	☐	Will alcohol be sold?	☐	☐

**Alcohol is prohibited at youth oriented events*

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)



SEASIDE CALIFORNIA

Facility Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☐ **CONFERENCE MEETING ROOM**

Capacity: 19

	Resident	Non-Res
Food Deposit (Non Refundable)		
Rate 0-3 hrs		
After 3 hrs		

☐ **COUNCIL CHAMBER**

Capacity: Theatre: 100

	Resident	Non-Res
Rate 0-3 hr		
After 3 hrs		

☐ **AVERY GALLERY**

Capacity: 50

	Resident	Non-Res
Food Deposit (Non Refundable)		
Rate 0-3 hrs		
After 3 hrs		

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

I have read and agree to all pages in the rental agreement forms

Applicant Signature: _____

Date: _____

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department
- Copy to Parks Division
- Copy to City Manager's Office



RULES, REGULATIONS & CONDITIONS OF USE

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



22. SEVERABILITY: If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. SECURITY AND CLEANING DEPOSIT: A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. SUPPLIES: City staff is not authorized to provide supplies for your event. 25. SECURITY GUARDS: One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Refund requests made 48 hours in advance will receive a full credit towards future use, or a full refund less a \$7 surcharge. Refunds will not be given less than 48 hours in advance.
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: February 7, 2019

**SUBJECT: APPROVE A POLICY GOVERNING PUBLIC RECORD GRAPHIC
DESIGN GUIDELINES AND USE OF CITY SEAL AND LOGO**

PURPOSE & RECOMMENDATION

To adopt a policy that establishes design guidelines for the creation of all public records, a use policy for the City seal and logo, and establishes practices for standardization and accessibility.

BACKGROUND

The purpose of this item is to establish processes to ensure citizens can access more than just our facility, but our records and resources as well as to ensure effective communication for all residents so that everyone can participate in civic life. This policy will establish city wide standards, procedures and priorities for our written records as well as guidelines the formal use of our City logo and seal, to protect our brand identity. The City of Seaside wishes to expand its inclusivity and professionalism by ensuring that our written materials are all as accessible, consistent and professional as possible to citizens. This is part of a broad initiative of inclusivity that the City has adopted.

The City of Seaside has made great strides making numerous documents available through our transparency portal for more self-serve access to City information. We have launched software to add closed captioning to our public meetings videod in different languages. Our website was designed for accessibility and has translation functionality. Now that we have the functioning tools in place, we need to ensure that all records that we make available to the public, regardless of the vehicle, is accessible to anyone who may have a visual impairment or other reading challenges.

Internally, staff has been working on a self-evaluation for ADA Accessibility. We are identifying areas where we can be more compliant and inclusive both in our physical environment as well as our digital offerings.

This policy establishes the requirement that created documents are designed for legibility and readability accounting for text styles, size, spacing, alignment and color. Since all records created by the City are public records, all records should be designed for accessibility.

Fonts

Currently, Section 508 of the Rehabilitation Act of 1973 does not specify the requirements for choosing an accessible website typeface. However, the US Department of Health & Human Services unofficially recommends the following fonts for PDF files: Times New Roman, Verdana, Arial, Tahoma, Helvetica, and Calibri. Although screen readers can be a great help in deciphering text for visually impaired users, choosing fonts that are easily legible will benefit more users from the outset. The purpose of this is to maximize legibility for everyone and not exclusively those with visual impairments or reading disabilities.

This policy is adopting the standard that all public records will use either the Verdana or Tahoma type face, as displayed in the policy. These fonts are the most accessible fonts for those that have learning disabilities as well as for screen readers for deciphering text. Display fonts can be used to establish a visual style, but wherever possible staff will need to repeat salient content in text fonts elsewhere in the document.

Alignment

Left, right or center spacing is acceptable. Justified text is discouraged as the spacing of the text becomes inconsistent creating noticeable blank spots between words and can create distracting “rivers” through an entire text block negatively affecting readability.

Color

Readers perception of color can be affected by congenital vision problems or the effects of age, injury or the environment. The contrast between color values and between hues affect how all viewers experience print design. Staff are encouraged to design for optimum contrast between hues.

Website

In addition to the font, style and alignment, this policy also addresses guidelines for website design including establishing requirements for descriptive "alt text" be included for graphics that make our site more accessible to audio readers.

City Logo and Seal

Finally, the city seal and the city logo are the property of the City of Seaside. The seal is used for purposes of certifying official records and instruments of the City of Seaside. The logo is a graphic symbol used to identify city programs, initiatives, partnerships and sponsorships. If adopted the policy outlines the applicable uses and users of the logo.

It has come to the attention of the City that there are individuals and organizations that have

been using the City logo and seal for their own purposes. This can have a negative effect on the City's brand identity and can increase risk to the City when people or organizations represent themselves as agents or affiliates of the City when they are not. This policy establishes guidelines for the design and use, authorizes enforcement and protects the city's brand image. This item is not intended to be a discussion of the City's logo design itself, but of the usage of the logo and seal for city and non-city use.

The purpose is to make sure that citizens can access more than just our facility, but our records and resources and ensure effective communication for all residents so that everyone can participate in civic life.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. City Logo and Seal Policy and public document design standards
-

Reviewed for Submission to the
City Council by:

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

Craig Malin, City Manager

POLICY GOVERNING PUBLIC RECORD GRAPHIC DESIGN GUIDELINES AND USE OF CITY SEAL AND LOGO

I. PURPOSE

To establish a policy and procedures regarding the use of the City of Seaside's official seal and logo and design standards for print and electronic records.

The seal and logo are considered symbols of the authority and jurisdiction of the City and, as such, are valuable assets of the City and its citizens. This policy desires to ensure that only appropriate uses are made of the City's seal and logo to protect the City's brand and its integrity.

This policy also solidifies the design standards necessary to provide consistency and accessibility to City materials, both printed and electronic.

II. APPLICABILITY

This policy is applicable to all City created print and electronic media, documents, as well as graphic designed media and presentations.

III. ENFORCEMENT OF, AND MODIFICATIONS TO, THIS POLICY

The City Manager or designee has responsibility for the enforcement of this policy. The City Manager is delegated the authority to modify the design standards as needed. The City Council will authorize any changes to the design of the City Seal and Logo.

IV. DOCUMENTS AND GRAPHIC DESIGNED MEDIA & PRESENTATIONS

At all times staff should create documents focusing on legibility and readability accounting for text styles, size, spacing, alignment and color. Since all records created by the City are public records, all records should take accessibility into the creation of all records. This will not only improve accessibility but also standardization and professionalism of our records.

Legibility is determined by the specific typographic traits affecting recognition of letters and words. The key typographic factors are shape, scale, and style. Readability refers to the clarity and speed with which content can be digested over an expanse of text such as a paragraph or a page. Readability is related to a font's legibility but is also influenced by design and layout decisions. The chief factors determining whether text is readable are dimension, spacing and alignment.

For this policy, staff is requested to focus on the following areas for consistent formatting of records; type, alignment and color.

1. Standard Type Face for Documents & Presentations

The purpose of establishing font standards is to maximize legibility for everyone and not exclusively those with visual impairments or reading disabilities. Although screen readers can be a great help in deciphering text for visually impaired users, choosing fonts that are easily legible will benefit more users from the outset.

a. Text Font:

Verdana or Tahoma type face is the adopted standard for all public records, as displayed below. These fonts are the most accessible fonts for those that have learning disabilities as well as for screen readers for deciphering text.

Verdana

Abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

Tahoma

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

b. Display fonts or text fonts

Display fonts are designed to be decorative while text fonts are designed for readability and versatility. When designing for accessibility, display fonts can be used to establish a visual style,

but wherever possible repeat salient content in text fonts elsewhere in the document.

Example: Display Fonts, Display Fonts, Display Fonts,

c. Alignment

Left, right or center spacing is acceptable. Justified text is discouraged as the spacing of the text becomes inconsistent creating noticeable blank spots between words and can create distracting “rivers” through an entire text block negatively affecting readability.

d. Color

Readers’ perception of color can be affected by congenital vision problems or the effects of age, injury or the environment. The contrast between color values and between hues affect how all viewers experience print design.

Staff are encouraged to design for optimum contrast between hues.

2. Website

The City’s website is a tool and when websites are properly designed, written and programmed, they offer universal access to information and functionality. Web-based content and interface components must be presented in ways that all users can perceive, even if they have impaired vision or hearing.

In addition to the above standards for type, color, alignment, the following additional practices are applicable to the website:

- Whenever possible, the text of a website should be written as text, rather than as part of an image or other graphic.
- All images that are on the website should include text alternatives (“alt text”) that can be accessible when using a screen reader, that can interpret what is on the computer screen and convert into audible text.
- If graphic images are used for design purposes with text, the “alt text” should read exactly as the image reads.
- When at all possible, provide an alternative text-based format for audio and video content.

- Design consistent interfaces that immediately indicate where users are on the site, and other elements to be intuitively predictable in how they appear and operate.
- Text should integrate definitions of potentially unfamiliar terms and define abbreviations and acronyms.

3. Print Media

All public notices, agendas and announcements of programs, services and events must provide a statement of accommodations noting access for individuals with disabilities and requirement of advance notice to the public entity regarding the result for accommodations or modifications that is no more than five days.

For print media, all efforts must be made to minimize glare and staff are directed to use a matte or uncoated finish rather than glossy stock.

V. CITY SEAL AND LOGO

The City seal and the City logo are the property of the City of Seaside. The seal is used for purposes of certifying official records and instruments of the City of Seaside. The logo is a graphic symbol used to identify City programs, initiatives, partnerships and sponsorships. The logo shall be used in compliance with the Graphic Design Guidelines, and it shall not be altered in any way or combined with other visual elements so as to create a new logo or symbol.

The City's name, logo, trademarks, text, notices, or images may not be modified, copied, obscured, removed or displayed without City of Seaside's express written permission. The City Manager's office or Public Affairs Officer will maintain the Graphic Design Guidelines providing more detailed guidance and examples of the proper use of the City seal.

1. Use of the City Seal and Logo

The City seal and logo shall be used for official purposes only, or as authorized by the City Manager or designee

- The City Clerk shall be the official custodian of the official seal for the City.
- The City Clerk or designee is authorized to use the City seal to authenticate official documents in the conduct of official City business.
- Use of the official City seal or logo may be used in general connection with official City of Seaside brochures, publications, insignias, postings, website, painting, pamphlets and City of Seaside promotional materials. It will also be used on vehicles, equipment and fixtures such as signage.
- City officers, City employees, members of the City Council, may use stationery, printed materials and other articles with the graphical City seal, City logo, while acting within the scope of their office or employment.
- The use of any other graphic elements representing individual departments or programs must follow the Graphic Design Guidelines and be approved by the City Manager's office.
- It is unlawful for any person to make or use the City seal, the City logo, or any cut, facsimile or reproduction thereof, or make or use any design, symbol, emblem, insignia or similar device that is an imitation of the City seal or the City logo, or that may be mistaken therefor, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes, or for any purpose other than for the official business of the City, its council, officers or departments, without the express consent of the City Manager or designees under the authority granted by the City Council.
- No person shall use the City logo or City seal, or any facsimile thereof, for purposes of supporting or opposing the nomination or election to any city or other public office of him or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such city logo on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election. This shall not be applicable to writings issued by the city of Seaside. Per California Government Code Section 34501.5(a), "Any person who uses or allows to be used any reproduction of facsimile of the seal of the city in any campaign

literature or mass mailing, as defined in Section 82041.5, with intent to deceive the voters, is guilty of a misdemeanor.”

- All non-City usage, including non-profit usage, requires City authorization. All requests for external use of any element of the City’s visual identity shall be submitted in writing to the Seaside City Attorney and must specifically describe the proposed use, including the context in which the symbol is to be used. Prior approval of a use shall not constitute approval for any future or recurring use.
- If the logo is authorized to be used by an outside organization, the seal or logo must remain in its entirety with no alterations. Elements may not be isolated and/or used alone or in combination with any other art. Specific sections may not be highlighted with other colors. Resolution must be clear when enlarged or reduced for reproduction.
- The City Council has approved the use of City seal and logo policy. The City Manager is authorized to implement and administer said policy for use of the City logo. Any person granted consent to use the City logo shall fully comply with such policies and guidelines.

2. City Seal Standard

The official colors of the City of Seaside logo are Pantone Blue 6797b0, Pantone Green 33441d, black, or solid colors of Pantone Blue 1c5b99, black or white. If the logo is reproduced in color, the official colors must be used. The City of Seaside logo can also be reproduced in full color, or solid as black, white or blue on a colored background.

The City of Seaside seal consists of a round circular design, with the words “City of Seaside, California” in all caps wrapping around the interior of the outer circle. The internal circle is a yin-yang style design with one side hosting a seahorse and the right side consisting of a sun and dual wave pattern. The seal has a small internal circle between the two that states “Incorporated October 13, 1954”. This internal circle is the differentiating factor between the seal and the logo.

3. City Logo Standard

The City logo is a simplified variation of the City Seal, that takes the interior seal design, with seahorse, sun and wave pattern. There are two approved versions; one that consists with the City of Seaside name wrapping around the circle and one with the words "Seaside California" in a horizontal pattern next to the circle.



SEASIDE
CALIFORNIA



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: February 7, 2019

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

PURPOSE & RECOMMENDATION

The purpose of this item is to consider approval of the Traffic Advisory Committee recommendations from their regular TAC meeting on January 15, 2019 to approve installation of six (6) wayfinding signs on Lightfighter Drive and General Jim Moore Blvd. for the purpose of directing vehicles to the Ford Ord National Monument access route from Giggling Road.

BACKGROUND

Fort Ord is a National Monument, as identified by the Bureau of Land Management, and recognized for its history as a leading army training center and deployment staging ground from 1917 until 1994. the area has remained largely undeveloped and now provides more than 86 miles of trails, with a diversity of plant and animal habitats. The addition of these signs will be located at prominent locations to help the community, visitors, and new residents of the city, find the Fort Ord National Monument access route from Giggling.

STAFF ANALYSIS

Currently there are no wayfinding signs for the Fort Ord National Monument. Chapters 2d and 9 of the MUTCD provides standard design of wayfinding signs and placement of signs, respectively. The signs shall be 36 inches by 22 inches, printed on recreation brown high intensity prismatic sheeting. The signs shall conform to the standard in shape, legend, and color per the MUTCD standards. The signs shall be mounted to 4x4 pressure-treated douglas fir wood posts and utilizing existing sign posts where available. Signs shall be installed by city staff. If new sign posts are to be installed, they shall require underground clearance with underground service alert and hand-digging for the post holes. Signs and new posts will be located within the public right of way behind the back of the sidewalks at the locations shown in Attachment 1.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence:

The proposed project would consist of installation of wayfinding signs which would not have impact on the expansion or modification of the existing roadway, therefore there are no significant impacts associated with the installation of sign and the project is exempt of CEQA.

FISCAL IMPACT

The fiscal impact associated with the purchase of the way-finding signs is \$1,081.58 and will be paid out of the Street Maintenance Account (210-8110-3095).

ATTACHMENTS

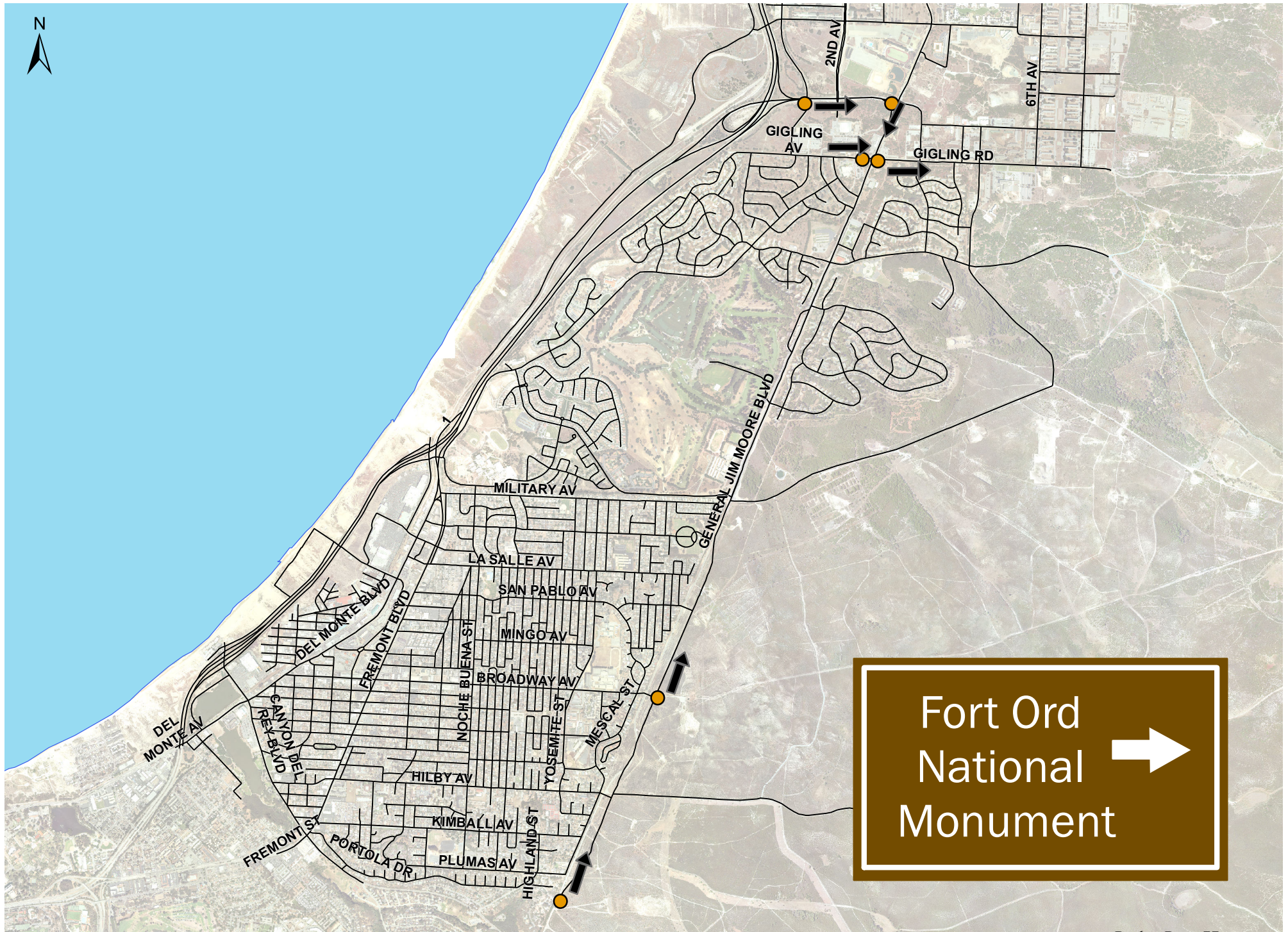
1. Location Map
 2. Sign Proof
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Proposed Placement of Way Finding Signs



(X6) SINGLE SIDED DIGITAL PRINT
ON HIGH-INTENSITY PRISMATIC.
MATTE FINISH.

36 in

22 in



MONTEREY
SIGNS
PH: 831.632.0490
555 Broadway Ave.
Seaside, CA 93955

CUSTOMER Monterey Signs

CONTACT TonyCalvert

PHONE 831.6

ADDRESS 555 Broadway Avenue Seaside, CA 93955

EMAIL tony@montereysigns.com

NOTE: This is an original unpublished drawing, created by Monterey Signs. It is submitted for your personal use in connection with a project being planned for you by M. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied, photographed, exhibited or used in any fashion without the express written



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: February 7, 2019

**SUBJECT: APPROVE A RESOLUTION TO APPROPRIATE \$82,000 FOR
IMPROVEMENTS TO HIGHLAND OTIS PARK**

PURPOSE & RECOMMENDATION

It is recommended that the City Council adopt a resolution appropriating \$82,000 from the Parks-Playground Improvement Budget into a Capital Improvement Program (CIP) Project for Improvements to Highland Otis Park within the Parks-Playground Improvement Fund.

BACKGROUND

Highland Otis Park is a small park located at the intersection of Highland Street and Mingo Avenue. With collaboration of the Highland-Otis Neighborhood Association and Friends of Seaside Parks Association, a Conceptual Design Plan was created for the proposed improvements to the park. The improvements have been performed in phases, with the first phase occurring in 2015 with the installation of a new play structure and barbecue pit. This Conceptual Plan included improvements for future phases, including an Americans with Disabilities Act (ADA) parking space with access aisle, stabilized decomposed Granite walkway, new swing set and whimsical seahorse play structures, and a commemorative Trex Boardwalk that is proposed for design and construction at this time. This Conceptual Plan was reviewed and approved by the City of Seaside's Board of Architectural Review (BAR) at their September 6, 2017 meeting.

On January 14, 2019, the Park and Recreation (P&R) Commission met to discuss moving forward with the improvements for Highland Otis Park. The P&R Commission is recommending Council allocate \$82,000 from the available Parks-Playground Improvement Fund for the cost to design and construct the proposed improvements.

It is recommended that the City Council adopt a resolution to appropriate \$82,000 from the Parks-Playground Improvement Budget into the Highland Otis Park Improvement CIP Project

for the proposed improvements, and instruct Finance to make the necessary budget adjustments.

ENVIRONMENTAL COMPLIANCE

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

Evidence:

The proposed project will consist of minor alterations and additions of new small structures in order to meet standards of public health and safety and for compliance with the Americans with Disabilities Act.

NEXT STEPS

Prepare construction documents, including the Plans, Specifications, and Engineer's Estimate of Probable Construction Cost.

FISCAL IMPACT

The total fiscal impact for the proposed park improvements to Highland Otis Park is \$82,000. The FY 2018/19 adopted budget for the Parks-Playground Improvement Budget has \$82,000, remaining of the original \$200,000. The below outlines the allocation history of this funding source.

<u>Project</u>	<u>Allocation</u>
Manzanita Stuart Master Plan	\$50,000
Durant Play Structure	\$62,000
Pet Waste Stations	\$ 6,000
Total Funds Allocated to date:	\$118,000
Total Remaining Funds Available:	\$82,000

Currently no funds have been allocated for this phase of the project but adequate funds are available for the proposed appropriation. Finance will make the necessary budget adjustments to allocate the remaining \$82,000 from Account #342-8910-9570 "Parks Improvements" to Account #342-8910-9544 "Highland Otis Park Improvements."

ATTACHMENTS

1. Resolution Highland Otis Allocation

Reviewed for Submission to the
City Council by:

Meeting Date: February 7, 2019



Craig Malin, City Manager

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVE A RESOLUTION TO APPROPRIATE \$82,000 FOR IMPROVEMENTS TO
HIGHLAND OTIS PARK.**

WHEREAS, Highland Otis Park, located at the intersection of Highland Street and Mingo Avenue, had a Conceptual Master Plan prepared with collaboration with the Highland-Otis Neighborhood Association and Friends of Seaside Parks Association; and

WHEREAS, improvements have been performed in phases at Highland Otis Park including a new play structure and barbeque picnic area that was constructed in 2015; and

WHEREAS, the Parks & Recreation Commission met on January 14, 2019 to discuss the next phase of improvements, which will include an Americans with Disability Act (ADA) accessible parking space, stabilized decomposed granite walkway, new swing set and whimsical seahorse rider, and a commemorative Trex Boardwalk; and

WHEREAS, Staff and the Parks & Recreation Commission have recommend allocating the remaining \$82,000 from the Parks-Playground Improvement Fund for the design and construction of the proposed improvements at Highland Otis Park; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Section 15301(d), "Existing Facilities" the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) for the restoration of deteriorated or damaged existing structures, and improvements performed in order to meet standards of public health, safety, and for compliance with ADA accessibility.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a resolution authorizing the allocation of the remaining \$82,000 from Account #342-8910-9570 "Parks Improvements" to Account #342-8910-9544 "Highland Otis Park Improvements" and to authorize Finance to make the necessary budget adjustments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of February 2019 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager
Kimberly Drabner, Finance Director

DATE: February 7, 2019

**SUBJECT: APPROVE A RESOLUTION MODIFYING THE POSITION
ALLOCATION LIST TO ADD ONE ACCOUNTANT II AND
AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE
NECESSARY BUDGET ADJUSTMENTS**

PURPOSE & RECOMMENDATION

It is recommended that the City Council adopt the resolution modifying the Position Allocation List to add one Accountant II and authorize the Finance Director to make the necessary budget adjustments.

BACKGROUND

Current staffing levels in the Finance Department are not sufficient to meet the workload demands of the department, to include many state, federal and agency specific reporting requirements. With the recent change in administrative staff in the department, numerous areas requiring immediate attention have been identified, however, existing staff do not have the capacity to absorb the additional workload. An additional Accountant II is needed to meet the demands of the department.

FISCAL IMPACT

This position was not included in the FY2018/19 budget. The estimated cost of \$22,292 for the balance of FY2018/19 would be funded through a transfer of salary savings resulting from the continued vacancy of the GIS Technician in 503-4010 (MIS Fund). Funding for ongoing costs will be addressed through the FY2019/20 budget.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

Craig Malin, City Manager

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO
ADD ONE ACCOUNTANT II**

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

WHEREAS, there is a need to add one Accountant II position to the Finance Department; and

WHEREAS, with this change, the Finance Department will be allocated two Accountant II positions; and

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the addition of one Accountant II to the Position Allocation List.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of February by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: February 7, 2019

SUBJECT: **CONSIDER ADOPTION OF A RESOLUTION REQUESTING A COST-BASED RATE ADJUSTMENT CALCULATION OF THE FRANCHISE AGREEMENT GREENWASTE RECOVERY, INC. EFFECTIVE JULY 1, 2019 FOR COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS; AUTHORIZE STAFF TO ENTER AN AGREEMENT WITH HF&H CONSULTANTS, LLC IN AN AMOUNT NOT TO EXCEED \$70,000; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET ADJUSTMENTS.**

PURPOSE & RECOMMENDATION

Adopt a resolution requesting a cost-based rate adjustment calculation of the franchise agreement the Greenwaste recovery, inc. and authorize staff to enter an agreement with HF&H consultants, LLC in an amount not to exceed \$70,000; and authorize the Finance Director to make the necessary budget adjustments.

BACKGROUND

On June 19, 2014, the City Council adopted Resolution No. 14-54 and entered into a new exclusive 15 year Franchise Agreement with Green Waste Recovery (GRW) to provide solid waste, recycling, and organics collection services for the City of Seaside. The Agreement provides for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology.

Cost-based Rate Adjustment Methodology

The cost-based adjustment involves an extensive and detailed review of GWR's actual cost of operations, changes in inflation, the number of customers, and the service level provided and comparing this to actual gross receipts collected to determine GWR's compensation for the current rate period and to forecast the future rates. Exhibit E2 of the franchise agreement states the methodology of performing the cost-based rate adjustment and is attached for reference ("EXHIBIT A") The cost to perform this review is estimated at \$100,000 (which cost would be

passed onto the rate payers) and was anticipated to be conducted after the first three to five years into the contract.

Multi-index Rate Adjustment Methodology

Each service level rate in the Franchise Agreement rate schedule is comprised of an operating component, disposal/processing component and a fee component. The annual rate adjustment consists of adjusting operating costs, disposal and processing costs, and franchise fee based on indexes or direct costs.

The rate adjustments for the franchise agreement through the 2018/2019 fiscal year were conducted using the multi-index methodology. A variation of the multi-index methodology which was distributed across sectors by weighted averages has been used since 2016 in accordance with the methodology agreed upon at that time.

The franchise agreement allows the City to request a cost-based rate adjustment in any year of the agreement. GWR may request up to three cost-based rate adjustments during the 15-year franchise agreement and one time per agreement extension. If City Council approves the request for a cost-based rate adjustment, it would be the first cost-based rate adjustment of the franchise agreement.

The initial rates set in the franchise agreement were based upon the proposal from GWR and assumptions made in the absence of sufficient operational data. Sufficient revenue and operational data is now available to determine if revenues are in line with projections based upon service levels anticipated at the onset of the franchise agreement. **“EXHIBIT B”** shows the projected revenues (\$4,603,115) based upon the initial assumptions of the franchise agreement versus the actual revenues generated by GWR operations over the past 12 months (\$5,307,321). The difference of \$704,206 may indicate that a cost-based rate adjustment may be needed to bring revenue more in line with the cost of providing service to the city.

FISCAL IMPACT

Any rate adjustments that result from the cost-based rate adjustment would change costs to rate payers but will have no effect on City expenses. The Franchise Agreement has a 15% franchise fee of gross receipts. Any rate change provides a corresponding change in franchise fee revenue.

The cost of performing the cost-based rate adjustment is an allowable pass through expense that will be reimbursed by rate payers. HF&H has provided a proposal to perform the cost-based rate adjustment to the City of Marina. The proposal is in a format that would allow for performing the study for one or multiple agencies and a draft agreement has been prepared that will allow for a contract amendment and adjustment of the fee for services in the event that another agency approves a cost-based rate adjustment for this year. The amount of the rate study that could be divided between agencies will cost up to \$99,770. At this time, the City of Marina and the Pebble Beach Community Services District (PBCSD) are moving forward with a cost-based rate study. If the City of Seaside approves joining the study, it is estimated that the City's proportional share of the cost will be approximately \$50,000. This amount would be reduced if

additional agencies opt to join. In addition, separate tasks have been identified for specific rate structuring, negotiation assistance, and agency specific reports and presentations that would cost up to \$20,000.

ATTACHMENTS

1. Resolution 14-54
 2. Exhibit A
 3. Exhibit B
 4. Request Letter
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, appearing to be "Craig Malin", written over a horizontal line.

Craig Malin, City Manager

RESOLUTION NO. 14-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY**

WHEREAS, the City Council of the City of Seaside has a Franchise Agreement with the Waste Management, Inc. that is expiring in May 2015; and

WHEREAS, the City of Seaside staff has participated on the Monterey Regional Waste Management District's Technical Advisory Committee for several years; and

WHEREAS, the Technical Advisory Committee has conducted a thorough request for proposal process, reviewed all proposals received, and unanimously selected GreenWaste Recovery as the best proposal; and

WHEREAS, the City Council of the City of Seaside received a presentation by GreenWaste Recovery and a presentation by Waste Management, Inc. regarding the provision of garbage, recycling, and organics collection through a new franchise agreement; and

WHEREAS, on January 29, 2014, the City Council approved a resolution authorizing staff to negotiate a franchise agreement with GreenWaste Recovery; and

WHEREAS, the City Council has received public comment and reviewed and discussed the agreement at the June 5, 2014 Study Session

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to sign the final agreement with GreenWaste for the Franchise Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of June, 2014 by the following vote:

AYES: 5	COUNCIL MEMBERS	Alexander, Edwards, Oglesby, Pacheco, Rubio
NOES: 0	COUNCIL MEMBERS	None
ABSENT: 0	COUNCIL MEMBERS	None
ABSTAIN: 0	COUNCIL MEMBERS	None

ATTEST:


Lesley E. Milton, City Clerk

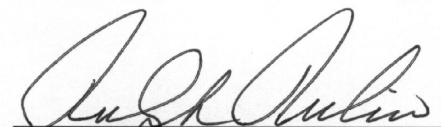

Ralph Rubio, Chair

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

General

The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, routes, route hours, Customers and their service levels, etc.) to determine the Total Contractor's Compensation for the current Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. The difference (measured as a percentage) between the Total Contractor's Compensation for the coming Rate Period and the Gross Receipts most-recently reported calendar year is the "Rate Adjustment Factor". The Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation, the number of Customers, and the Service Level of Customers.

The Agency may incur costs, including consulting and legal fees, when determining adjustments to the Rates in accordance with this Exhibit and may require the Contractor to pay for such costs within sixty (60) calendar days of receipt of the Agency's invoice for such costs. The Contractor may recover such costs through the Rates by treating the costs as an allowable Pass-Through Cost. Regardless of Contractor's payment of costs associated with said review, Agency shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review of Contractor's request. Agency retains the right to select its agents on the basis of their qualifications and experience and without regard to cost.

Forecasting Total Contractor's Compensation

The Total Contractor's Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

A. Forecasting Total Annual Cost of Operations

1. Determine Actual Total Annual Cost of Operations. Contractor's financial statement, books, and records shall be reviewed to determine Contractor's "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:

- a. Labor-related costs
- b. Vehicle-related costs (excluding fuel)
- c. Fuel costs
- d. Other costs
- e. Depreciation costs

2. Calculate Allowable Costs. Contractor shall calculate "Allowable Total Annual Cost of Operations" for the most-recently completed Rate Period by adjusting "Actual Total Annual Cost of Operations" for the most-recently completed Rate Period (determined in accordance with A.1

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

above) to deduct non-allowable costs. The Allowable Total Annual Cost of Operations shall be reported in the cost categories identified in A.1 above. Non-allowable costs that shall be deducted from actual costs include the following:

- a. Labor and equipment costs for personnel and vehicles that are not specified in the proposal forms contained in Exhibit G.
- b. Payments to directors and/or owners of Contractor unless the amount paid is reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the sole discretion of the Agency.
- c. Travel expenses and entertainment (above five thousand dollars (\$5,000) annually in total) expenses, unless authorized in advance by the City.
- d. Payments to repair damage to public or private property for which Contractor is legally liable.
- e. Fines or penalties of any nature.
- f. Liquidated Damages assessed under this Agreement.
- g. Federal or State income taxes.
- h. Charitable or political donations unless such donation is to a youth, civic, or charitable organization and has been previously approved in writing as an allowable expense by the Agency Contract Manager.
- i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices and other facilities if such items are leased as specified in Exhibit G.
- j. Attorney's fees and other expenses incurred by Contractor in any court proceeding in which the Agency and Contractor are adverse Parties.
- k. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.
- l. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for the Agency derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

- m. Payments to Related-Party Entities for products or services, in excess of the cost to the Related-Party Entities for those products or services.
- n. Goodwill.
- o. Unreasonable profit sharing distributions.
- p. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.
- q. Administrative costs greater than the administrative costs presented in Contractor's Proposal (Exhibit G) adjusted annually by the Annual Percentage Change in the CPI.
- r. Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.

3. Forecast Total Annual Cost of Operations. Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with A.2 above. The forecasts shall be performed in the following manner:

- a. **Forecasted labor-related costs** shall be calculated for the coming Rate Period by multiplying the allowed labor-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the ECI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the ECI.
- b. **Forecasted vehicle-related costs** (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.
- c. **Forecasted fuel costs** shall be calculated for the coming Rate Period by multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the Fuel Index. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the Fuel Index.
- d. **Forecasted other costs** shall be calculated for the coming Rate Period by multiplying the allowed other-related costs, both direct and allocated, for most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI. The result of this calculation shall be multiplied once more by one (1) plus the Annual Percentage Change in the CPI.
- e. **Forecasted direct depreciation expense** shall be the amount specified in Exhibit

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

G2 for vehicles, Containers, and facilities. Direct depreciation expense is a fixed cost and is not subject to inflation.

- f. **Forecasted allocated depreciation expense** shall be the amount specified in Exhibit G2 for vehicles, Containers, and facilities. Allocated depreciation expense is a fixed cost and not subject to inflation.
- g. **Forecasted Total Annual Cost of Operations** for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit E3:
 - (1) Forecasted labor-related costs
 - (2) Forecasted vehicle-related costs (excluding fuel costs)
 - (3) Forecasted fuel costs
 - (4) Forecasted other costs
 - (5) Forecasted direct depreciation expense
 - (6) Forecasted allocated costs (depreciation)

B. Forecast Profit

Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio of eighty nine and three tenths percent (89.3%) as proposed by Contractor and described in Exhibit G-2. Profit shall be calculated using the following formula:

Profit = (Forecasted Total Annual Cost of Operations/Operating Ratio)-Forecasted Total Annual Cost of Operations

For Example:

- 1. Assuming an operating ratio of 92%
- 2. Assuming a Forecasted Total Annual Cost of Operations of \$1,000,000
- 3. Profit = $(1,000,000 / .92) - 1,000,000 = 86,956.52$

C. Forecast Pass-Through Costs.

Pass-Through Costs for the coming Rate Period shall be forecasted in the following manner:

- 1. **Forecasted Disposal Cost.** Annual Forecasted Disposal Cost = (Tipping Fee at Approved Disposal Facility) x (total Tons of Solid Waste Collected for the most-recently completed calendar year).
- 2. **Forecasted Recyclable Materials Processing Cost.** Annual Forecasted Recyclable Materials Processing Cost = (Tipping Fee at Approved Recyclable Materials Processing Facility) x (total Tons of Recyclable Materials Collected for the most-recently completed calendar year)
- 3. **Forecasted Organic Materials Processing Cost.** Annual Forecasted Organic Materials

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

Processing Cost = (Tipping Fee at Approved Organic Materials Processing Facility) x (total Tons of Organic Materials Collected for the most-recently completed calendar year)

4. **Forecasted Interest Expense.** Interest Expense is ninety thousand five hundred eight dollars (\$90,508) per year and shall not be adjusted over the Term of the Agreement.
5. **Forecasted Direct Lease Costs.** Direct Lease Costs are zero dollars (\$0) per year and shall not be adjusted over the Term of the Agreement.
6. **Forecasted Allocated Lease Costs.** Allocated Lease Costs are seventy three thousand four hundred sixty two dollars (\$73,462) per year and shall not be adjusted over the Term of the Agreement.

D. Forecast Agency Fees

1. **Forecasted Franchise Fee.** Forecasted Franchise Fees, which shall equal fifteen percent (15%) of the Forecasted Total Contractor's Compensation.
2. **Forecasted Administrative Fee.** The Forecasted Administrative Fee shall be in an amount prescribed by the Agency. If no revised Administrative Fee is provided by the Agency, the Administrative Fee paid to the Agency during the prior Rate Period shall remain in effect.
3. **Forecasted AB939 Fee.** The Forecasted AB939 Fee shall be in an amount prescribed by the Agency. If no revised AB939 Fee is provided by the Agency, the AB939 Fee paid to the Agency during the prior Rate Period shall remain in effect.
4. **Forecasted HHW Fee.** The Forecasted HHW Fee shall be in an amount prescribed by the Agency. If no revised HHW Fee is provided by the Agency, the HHW Fee paid to the Agency during the prior Rate Period shall remain in effect.
5. **Forecasted Vehicle Impact Fee.** The Forecasted Vehicle Impact Fee shall be in an amount prescribed by the Agency. If no revised Vehicle Impact Fee is provided by the Agency, the Vehicle Impact Fee paid to the Agency during the prior Rate Period shall remain in effect.
6. **Forecasted Litter Abatement Fee.** The Forecasted Litter Abatement Fee shall be in an amount prescribed by the Agency. If no revised Litter Abatement Fee is provided by the Agency, the Litter Abatement Fee paid to the Agency during the prior Rate Period shall remain in effect.
7. **Rate Application Review Costs.** An amount determined by the Agency to reimburse the Contractor for payment of the City's costs, including consulting and legal fees associated with determination of Rates under this Exhibit.
8. **Forecasted Total Agency Fees.** Forecasted Total Agency Fees shall equal the sum of the Forecasted Franchise Fee, Forecasted Administrative Fee, Forecasted AB939 Fee,

Franchise Agreement, Exhibit E2

Page E2-5

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

Forecasted HHW Fee, Forecasted Vehicle Impact Fee, Forecasted Litter Abatement Fee,
and Rate Application Review Costs.

RATE ADJUSTMENT FACTORS

A. Operating Component Rate Adjustment Factor. The "Operating Component Rate Adjustment Factor" shall be determined by dividing the sum of the Forecasted Total Annual Cost of Operations, Forecasted Profit, Forecasted Interest Expense, Forecasted Direct Lease Costs, and Forecasted Allocated Lease Costs by the sum of the Actual Total Annual Cost of Operations, Profit, Interest Expense, Direct Lease Costs, and Allocated Lease Costs, rounded to the nearest thousandth.

B. Disposal Component Rate Adjustment Factor. The "Disposal Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Disposal Cost by the Disposal Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). The Disposal Component shall only be applied to Solid Waste Collection Rates and shall not be included in the calculation of Recyclable Materials Collection Rates, Organic Materials Collection Rates, or Special Charges.

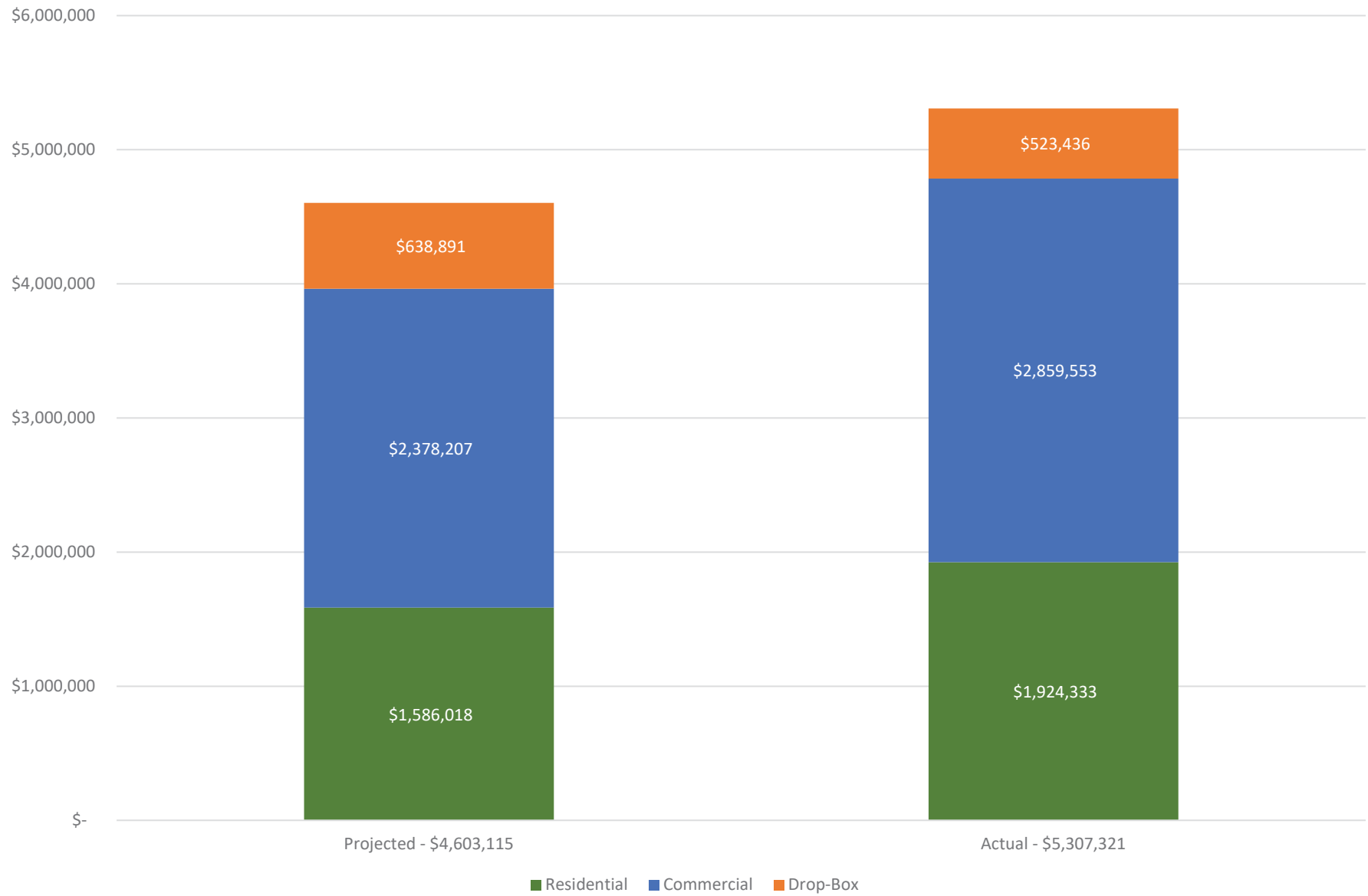
C. Processing Component Rate Adjustment Factor. The "Processing Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Processing Cost by the Processing Component portion of Rate Revenues received over the most recent twelve (12) months, rounded to the nearest thousandth (1000th). This calculation shall be performed for the Forecasted Recyclable Materials Processing Cost for determination of Recyclable Materials Collection Rates. The calculation shall be performed separately for the Forecasted Organic Materials Processing Cost for determination of Organic Materials Collection Rates. The Processing Component Rate Adjustment Factor shall not be applied to Solid Waste Collection Rates or Special Charges.

D. Fee Component Rate Adjustment Factor. The "Fee Component Rate Adjustment Factor" shall be determined by dividing the Forecasted Total City Fees by the sum of all Agency Fees, as described in Article 7 of the Agreement, paid to the City by Contractor over the most recent twelve (12) months, rounded to the nearest thousandth (1000th).

ADJUSTMENT OF RATES

Each then-current Rate component shall be multiplied by the associated component Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. All Special Charges shall be adjusted using the Operating Component Rate Adjustment Factor.

Seaside 2017-2018 Projected vs. Actual Revenues (last 12 months)





February 7, 2019

Frank Weigel
Chief Operating Officer
GreenWaste Recovery, Inc.
1500 Berger Drive
San Jose, CA 95112

RE: Cost-Based Rate Adjustment

Dear Mr. Weigel:

Per Section 8.2, C of the franchise agreement between the City of Seaside and GreenWaste Recovery, Inc. executed on June 19, 2014, the city hereby requests a cost-based rate adjustment for the July 1, 2019 to June 30, 2020 service period.

The City is requesting the cost-based rate adjustment to ensure that the rates more accurately reflect actual cost of operations. The rates and increases to date have been based upon assumptions made in the absence of data at the onset of the franchise agreement. Sufficient data has now been generated through four years of ongoing operations to perform the cost-based rate adjustment.

Please do not hesitate to contact me if you have any questions on this matter.

Sincerely,

Craig Malin, City Manager
City of Seaside



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: February 7, 2019

SUBJECT: CONSIDER ADOPTION OF A RESOLUTION TO APPROVE AN AMENDMENT TO A CONTRACT WITH TORTI-GALLAS TO COMPLETE A SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT ASSOCIATED WITH THE CAMPUS TOWN PROJECT

PURPOSE & RECOMMENDATION

Approve a resolution authorizing the City Manager to execute a contract amendment with Torti-Gallas for an amount not to exceed \$142,360.

BACKGROUND

In September of 2018, the Marina Coast Water District (MCWD) entered into a settlement agreement with Keep Fort Ord Wild. This settlement required that all areas that have not been annexed into the MCWD service area to be annexed after all other approvals had been granted. This created a number of challenges for the nearly completed California Environmental Quality Act (CEQA) documents for the Campus Town project as well as for the updated General Plan. As a result, the City initiated a careful legal review of the draft Environmental Impact Report (EIR), which required that the Torti-Gallas team revisit several sections of both the Specific Plan and the EIR.

In order to complete the remaining steps to entitle the Campus Town project, the consultant team will require an additional \$149,497. These additional funds will be used to complete the following tasks:

- Revising the Specific Plan documents to incorporate comments from the City and KB Homes legal team.
- Update the Traffic Impact Analysis to include data related to new CEQA Guidance from the State as well as to incorporate a Vehicle Miles Travelled Methodology.
- Update the infrastructure and Water Supply Assessment to meet current CEQA standards.

- To incorporate global legal comments regarding current CEQA guidelines and recent case law.

The City's agreement with KB Bakewell includes a reimbursement agreement and these expenses will be passed through to the developer.

FISCAL IMPACT

The additional contract amendment will result in \$142,360 of additional expense for entitlements for the Campus Town Project. These expenses will be covered by the City's agreement with the Developer to reimburse the City's direct costs in processing the entitlements required.

ATTACHMENTS

1. 20190125_CTSP_Additional_Services
2. Campus Town Scope Amendment. 1.25.19
3. RESOTORTIGALLASAMENDMENT
4. AMENDMENT - TORTI GALLAS CONTRACT- DGF

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



January 25, 2019

Neal I. Payton, LLED-AP, CNU-A
Principal
601 West 5th Street, Suite 600
Los Angeles, CA 90071

Subject: Additional Services for Campus Town Specific Plan

Dear Neal,

We appreciate the opportunity to continue to work with the City of Seaside, and the project team on the Campus Town Specific Plan transportation analysis. As you know, we have received comments on the first draft of the Campus Town Specific Plan Draft Transportation Impact Analysis report that would require additional effort to address the following items:

- Addition of Existing with Plan Conditions
- Addition of Background without The Dunes Conditions without and with Plan Conditions
- Update Cumulative Conditions analysis
- Conduct a construction impacts analysis
- Conduct a freeway ramp analysis
- Conduct a California Senate Bill (SB) 743 vehicle miles traveled (VMT) impact assessment
- Conduct an alternatives analysis

This letter summarizes the scope of work for the services in this amendment. We have included several items, like the Cumulative Conditions analysis, that City staff wanted to see the cost before deciding on final direction. We are happy to work with City staff to refine the scope of this additional services to meet their needs.

Scope of Work

Addition of Existing with Plan Conditions

Fehr & Peers will add an Existing with Plan Conditions scenario to the TIA report. This analysis will include the existing counts, the traffic volume generated by the Plan and the existing transportation network. Intersection and freeway level of service calculations will be conducted to evaluate the Plan's potential impact during the weekday morning and evening peak hours using the Synchro Software and Highway Capacity Software, respectively.



Potential impacts under Existing with Plan Conditions will be identified and feasible mitigation measures will be identified, if applicable.

Addition of Background without The Dunes Conditions without and with Plan

Background Conditions, as currently presented in the TIA, includes all approved development in nearby jurisdictions. The Dunes in the City of Marina contributes most of the additional background traffic on the transportation network near the Plan. The Dunes project does not have any planned transportation capacity improvements to accommodate this additional vehicle volume growth and it is uncertain if and when this project may move forward. To assist the project team with determining the Plan's potential impacts and mitigation, a Background without The Dunes Conditions will be provided without and with the Plan. Intersection and freeway level of service calculations will be conducted to evaluate the Plan's potential impact during the weekday morning and evening peak hours using the Synchro Software and Highway Capacity Software, respectively.

Potential impacts under Background without The Dunes with Plan Conditions will be identified and feasible mitigation measures will be identified, if applicable.

Update Cumulative Conditions Analysis

The project team is considering updating the cumulative volume forecasting method to include a cumulative growth rate in addition to cumulative volumes from projects under construction, approved and pending. The goal is to develop cumulative forecasts that are more consistent with the forth coming 2040 General Plan horizon year. An initial comparison indicates that the cumulative volumes from the Campus Town Specific Plan Draft TIA is more that percent greater than the 2040 General Plan TIA forecasted volumes. With this comparison, the project team may consider not updating the cumulative forecast method. However, if the project team would like to update the cumulative forecast method the vehicle volumes and intersection and freeway level of service calculations under Cumulative without Plan Conditions and Cumulative with Plan Conditions will be conducted to evaluate the Plan's potential impacts during the weekday morning and evening peak hours using the Synchro Software and Highway Capacity Software, respectively.

Potential impacts under Cumulative with Plan Conditions will be identified and feasible mitigation measures will be identified, if applicable.



Conduct a Construction Impact Analysis

Fehr & Peers will qualitatively evaluate the potential impacts of construction traffic on the local roadway network. Construction traffic will be evaluated for conditions while the Specific Plan is under construction. The developer and City project team will provide the following items:

- A summary of the average daily construction employees by month over the duration of the construction period for the proposed project
- A description of the typical daily arrival and departure times of the construction workers and delivery vehicles, and construction worker carpool rates.
- A summary of best practices methods to manage construction worker and delivery trips.
- A summary of the phased construction parking during construction.

Using this data, Fehr & Peers will prepare construction vehicle trip generation estimates. These vehicle trip generation estimates will be compared to project traffic generated by the Specific Plan. Given that construction of such a large area will be completed in phases and over a long duration, it is not likely that the amount of construction traffic on any one day will surpass the total amount of traffic that will be generated by the Specific Plan after build-out. Should a construction impact be identified, construction traffic mitigation will be presented as best management practices to reduce construction traffic. A section will be added to the transportation impact analysis report.

Conduct a Freeway Ramp Analysis

The operations of the freeway off-ramps will be evaluated under Existing without Plan and with Plan Conditions. The following freeway off-ramps will be analyzed for this project during the weekday morning and evening peak hours:

- Imjin Parkway Southbound Off-Ramp (signalized)
- Lightfighter Drive Northbound Off-Ramp (signalized at the First Street intersection)
- Lightfighter Drive Southbound Off-Ramp (signalized at the First Street intersection)

Fehr & Peers will use the queuing results from the Synchro intersection outputs to identify the Plan's effect on queue spillback. An impact will be identified if the queue from the signalized intersection is estimated to queue back onto the freeway mainline. Should a freeway ramp impact be identified, possible mitigation will be presented, such as additional queue storage capacity or intersection geometry modification that reduces the queue onto the freeway.



Conduct a California SB 743 VMT Impact Assessment

Fehr & Peer prepared daily vehicle miles traveled estimates for the Campus Town Specific Plan using average trip lengths from the project distribution. The daily VMT estimates will be updated using average trip lengths from the AMBAG travel demand model. The City's transportation consultant for the General Plan EIR will provide Campus Town Specific Plan jobs and residential population summary, daily vehicle trips, daily vehicle miles traveled, and average vehicle trip lengths under Existing Conditions, Project Conditions, Cumulative Conditions and Cumulative with Project Conditions. The City consultant will also provide the regional jobs and residential population summary, daily vehicle trips, daily vehicle miles traveled, and average vehicle trip lengths for the four scenarios listed above.

Using the daily VMT estimates provided by the City staff, Fehr & Peers will conduct a SB 743 VMT assessment that will include an evaluation of project generated VMT under Existing and Cumulative Conditions and an evaluation of the projects effect on VMT. The Campus Town Specific Plan VMT estimates will be compared to VMT thresholds identified in the State of California's Office of Planning and Research (OPR) most recent guidance *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December 2018) to assist practitioners in implementing the proposed Guidelines revisions. This SB 743 VMT assessment will be documented in the transportation impact analysis report.

Conduct an Alternatives Analysis

Fehr & Peers will qualitatively evaluate two Plan alternatives, such as variations to the land use within the Specific Plan or alternative street cross-sections. Using the methods described in the transportation impact analysis, we will prepare trip generation and VMT estimates for each of the Plan alternatives and conduct a qualitative assessment of the intersection impacts and mitigation. This analysis will be summarized in a brief memorandum.

Documentation

The results of the updated analysis scenarios will be documented in an update of the transportation impact analysis (TIA) report. The administrative draft report will be submitted to City staff for review and comment. Review comments will be incorporated into the final report. This scope assumes up to 40 staff hours to respond to one written set of comments on the administrative draft TIA to develop the Final TIA.



Team Coordination

This work will require continued coordination with the project team. Fehr & Peers will participate in up to six conference calls and an in-person project team meeting. Additional meetings or hearings can be accommodated on an as-needed basis, subject to scope and budget amendments. Fehr & Peers has budgeted 36 hours of staff time to assist with updating the transportation analysis.

Budget Amendment Request

Fehr & Peers proposes to re-submit the draft TIA to include each of the above tasks, except the Alternatives Analysis which has already been submitted as a separate memorandum. Based on the efforts outlined above, we are requesting a budget amendment of \$86,700 to be charged as a fixed fee, as shown in the table below. We would bill against the additional budget authorization only as needed. This fee includes all professional and support staff time, as well as direct expenses.

Task	Additional Budget
Addition of Existing with Plan Conditions	\$8,000
Addition of Background without The Dunes Conditions without and with Plan	\$12,000
Update Cumulative Conditions Analysis	\$12,000
Conduct a Construction Impact Analysis	\$5,400
Conduct a Freeway Ramp Analysis	\$6,100
SB 743 VMT Impact Assessment	\$9,000
Conduct an Alternatives Analysis	\$10,000
Documentation	\$17,100
Team Coordination	\$7,100
Total Additional Budget Request	\$86,700



Sincerely,

FEHR & PEERS

A handwritten signature in black ink, appearing to read 'Matt Haynes'.

Matt Haynes, PE, AICP
Principal

A handwritten signature in black ink, appearing to read 'Ashley Brooks'.

Ashley Brooks, PE
Senior Transportation Engineer

Should you have any questions, please do not hesitate to call us.

SJ17-1761



Rincon Consultants, Inc.

437 Figueroa Street, Suite 203
Monterey, California 93940

831 333 0310

FAX 333 0340

info@rinconconsultants.com
www.rinconconsultants.com

January 25, 2019
Job Number 17-04453

Neal Payton, AIA, LEED AP
Principal
Torti Gallas + Partners
601 West 5th Street
Los Angeles, California 90071

**Subject: Scope Amendment Request for the Campus Town Specific Plan
Administrative Draft EIR (ADEIR)**

Dear Mr. Payton:

The purpose of this letter is to request modifications to our existing scope of work to accommodate additional effort required to respond to legal team review of the ADEIR, revise the ADEIR in response to a revised Water Supply Assessment being revised by the Marina Coast Water District (MCWD), and update the ADEIR to include the recently adopted updates to the CEQA Guidelines.

Additional Work Effort

We are requesting modifications to our existing scope of work to respond to legal team comments on the ADEIR. Addressing all legal team comments will require a greater level of effort than anticipated under the existing scope of work. Revisions to the ADEIR in response to legal team comments include directives to:

- Incorporate the most recently updated Specific Plan that was revised based on legal team comments;
- Incorporate the existing General Plan into each impact analysis;
- Rerun CalEEMod based on a Revised TIA and updated grading/construction assumptions per phase (to be submitted by the developer);
- Update impact analysis for GHG to incorporate an additional threshold (i.e., net zero threshold);
- Conduct one to two new noise measurements;
- Revise Utilities Section based on a Revised Water Supply Assessment being prepared by the MCWD;
- Update EIR Sections based on a Revised TIA;
- Rewrite the Transportation Section based on a revised TIA;
- Revise the Alternatives Section incorporating all revised significance conclusions;



- Overall revise impact analyses and mitigation measures, as recommended by legal team, requiring coordination internally with City and legal team;
- Update cumulative analysis in all sections as the list of cumulative projects is revised, per discussion with legal team.
- Project Management time to:
 - Participate in two coordination meetings at the City's offices on 1/3/19 and 1/17/19 to discuss approach to ADEIR legal team comments;
 - Coordinate with the City/developer to verify APN's for Specific Plan and project;
 - Coordinate with legal team and City regarding legal comments that require further discussion (i.e., methodology, mitigation measures, etc);
 - Participate in weekly coordination meetings with EIR team;
 - Host coordination calls on 1/16/19 and 1/25/19 with City, legal team, and Fehr and Peers regarding approach to revising the TIA, including approach to compliance with SB743.

This scope amendment assumes that the City will prepare the consistency analysis suggested by the legal team, a consistency review of existing General Plan with the proposed specific Plan and project, which will be incorporated into the Land Use and Planning EIR Section.

Additionally, the CEQA Guideline updates were approved by the California Office of Administrative Law on December 28, 2018, thereby becoming effective only weeks ago. Based on the informal guidance from the Governor's Office of Planning and Research, EIRs not already published for public review should reflect the new Guidelines (or at least pieces now in effects). The City's legal team has also recommended we incorporate the new Guidelines into the ADEIR.

In total, we estimate needing 205 professional staff hours to address legal comments, 45 professional comments to incorporate the updated CEQA Guidelines, and 35 professional hours for project management.

Add Services Cost

Based on our review of the legal comments received on the ADEIR and an estimate of incorporating the updated CEQA Guidelines as well as an assessment of the project budget, we request an additional **\$50,270** to complete the ADEIR. This cost is outlined in the spreadsheet below.



Torti Gallas - City of Seaside Campus Town Specific Plan

Add Services: Campus Town EIR Legal Team Comments and CEQA Guideline Update

1/25/2019

Tasks	Cost	Labor Hours	Rincon Consultants				
			Principal II	Sr Prof II	Prof IV	Graphics/ Tech. Editor	Admin II
			\$230/hour	\$165/hour	\$135/hour	\$105/hour	\$75/hour
Project Mobilization	\$880	6	2		2		2
Plan Development							
2.4 Opps and Constraints	\$4,310	33	1		24	8	
2.5 Area Assets Assessment	\$1,850	13	1		12		
3.1: Vision and District Identification (Charette)	\$1,380	6	6				
3.2: Resource Identification	\$5,130	38		8	22	8	
EIR Process							
1. Kickoff Meeting	\$790	4	2	2			
2. Notice of Preparation	\$1,100	7	1	2	4		
3. Environmental Impact Report Scoping Meeting	\$2,720	16	4	6	6		
4. Administrative Draft EIR							
4.1 Executive Summary	\$1,410	10		2	8		
4.1 Executive Summary (Add Services)	\$725	4	1	3			
4.2 Introduction/Environmental Setting	\$870	6		2	4		
4.2 Introduction/Environmental Setting (Add Services)	\$165	1		1			
4.3 Project Description	\$3,660	28		4	16	8	
4.3 Project Description (Add Services)	\$1,490	9	1	6	2		
4.4 Environmental Impact Analysis	\$86,675	582	40	128	382	45	12
4.4 Environmental Impact Analysis (Add Services)							
Aesthetics	\$1,595	10	1	7		2	
Air Quality	\$1,370	9	1	2	6		
Biological Resources	\$4,105	27	2	11	12	2	
Cultural Resources	\$1,550	9	1	8			
Geology and Soils	\$890	5	1	4			
Greenhouse Gas Emissions	\$4,145	28	1	9	18		
Hazards and Hazardous Materials	\$1,385	8	1	7			
Hydrology and Water Quality	\$1,505	10	1	2	7		
Land Use and Planning	\$1,055	6	1	5			
Noise	\$1,985	12	1	10		1	
Population and Housing	\$890	5	1	4			
Public Services and Recreation	\$1,535	10	1	3	6		
Transportation (Rincon Labor)	\$3,170	21	1	14		6	
Tribal Cultural Resources	\$1,055	6	1	5			
Utilities/Service Systems	\$3,755	26	1	6	18	1	
Issues Found to be Less than Significant	\$560	3	1	2			
Other CEQA Sections	\$1,205	8	1	1	6		
Alternatives	\$3,320	23	1	12	6		4
4.5 Update ADEIR/CEQA Guidelines Update	\$6,840	45	3	16	26		
5. Draft EIR	\$4,060	34	2	4	12	4	12
6. Final EIR							
6.1 Responses to Comments/Admin. Final EIR	\$7,320	50	6	8	32		4
6.2 Mitigation Monitoring and Reporting Program	\$1,575	11		3	8		
6.3 Final EIR Publication	\$3,315	27		8	8	3	8
7. Public Hearings (3)	\$2,070	9	9				
Project Management/Coordination	\$8,640	52	12	32			8
Project Management/Coordination (Add Services)	\$5,975	35	10	20			5
Subtotal of Add Services Labor:	\$50,270	285	34	138	107	12	4
Subtotal Labor:	\$137,755	1217	120	367	647	88	55
Additional Costs							
EIR Printing Expenses:							
10 paper copies @ \$85/copy	\$850						
15 CDs @ \$10/copy	\$150						
Supplies and Miscellaneous Expenses	\$4,133						
General & Administrative	\$770						
Subtotal Additional Costs:	\$5,903						
TOTAL LABOR + ADDITIONAL COSTS	\$193,928						



Thank you for consideration of this request. We look forward to continuing to work with you on this assignment.

Sincerely,

RINCON CONSULTANTS, INC.

Christy Sabdo, MS, AICP
Senior Program Manager

Stephen Svete, AICP, LEED, AP ND
Principal

cc: Kurt Overmeyer, Economic Development Program Manager, City of Seaside

RESOLUTION NO. 19-__

A RESOLUTION OF CITY OF SEASIDE

**APPROVING THE TERMS OF PURCHASE AND SALE AGREEMENT AND ESCROW
INSTRUCTIONS FOR THE SALE OF THE MEDICAL OFFICER'S BARRACKS**

WHEREAS, The City entered into a contract with Torti-Gallas to complete a Specific Plan for the Campus Town project and an Environmental Impact Report for the Specific Plan; and

WHEREAS, A settlement agreement entered into by the Marina Coast Water district required that the draft Specific Plan and Environmental Impact Report be revised; and

WHEREAS, The settlement agreement required that the Specific Plan Plan and Environmental Impact Report consider the December 2018 CEQA Guidance published by the State of California be incorporated into any uncirculated EIR;

NOW, THEREFORE, the City of Seaside authorizes the City Manager or designee to execute a contract amendment, including any non-substantive changes, with Torti Gallas to provide for the additional work required in an amount not to exceed \$142,360 in additional funds:

PASSED AND ADOPTED at a regular meeting of the Successor Agency of the former Redevelopment Agency of the City of Seaside held on the 7th day of February, 2019 by the following vote:

AYES: ___ COUNCIL/AGENCY MEMBERS
NOES: ___ COUNCIL/AGENCY MEMBERS
ABSENT: ___ COUNCIL/AGENCY MEMBERS
ABSTAIN: ___ COUNCIL/AGENCY MEMBERS

Ian Olglesby, Mayor

ATTEST:

Lesley E. Milton, City Clerk

FIRST AMENDMENT TO

CITY OF SEASIDE

PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT, hereby amends the CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT dated August 3, 2017, between the City of Seaside, a municipal corporation (City) and Torti Gallas + Partners, a California Corporation, (Consultant), as follows:

1. Paragraph 5. entitled "PAYMENT" is hereby amended to read as follows:

PAYMENT

City agrees to make monthly payments to Consultant an added amount of \$142,360, for time expended and costs incurred, due to additional work required as a result of third-party litigation and modification of the California Environmental Quality Act (CEQA) guidelines affecting the tasks which were approved in Exhibit A of the original Professional Service Agreement dated December 17, 2015. Said payments shall be made consistent with the provisions of the original paragraph entitled "PAYMENTS".

2. City and Consultant agree that all other terms and conditions as set forth in the Professional Service Agreement dated December 17, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to City of Seaside Professional Service Agreement between the City of Seaside and Raimi + Associates, Inc. to be executed this 7th day of February, 2019.

CITY OF SEASIDE

Torti Gallas + Partners

By: _____
Craig G. Malin, City Manager

By: _____
Neal Payton, Principle



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: February 7, 2019

**SUBJECT: CONSIDER ADOPTION OF A RESOLUTION TO APPROVE A
CONTRACT AMENDMENT WITH RAIMI AND ASSOCIATES FOR
ADDITIONAL TASKS REQUIRED TO COMPLETE THE GENERAL
PLAN AND ENVIRONMENTAL IMPACT REPORT**

PURPOSE & RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a contract amendment with Raimi and Associates not to exceed \$66,618.

BACKGROUND

In September of 2018, shortly before the City had planned to circulate the Administrative Draft Environmental Impact Report (ADEIR) for the City's updated General Plan, Keep Fort Ord Wild (KFOW) sued the Marina Coast Water District (MCWD). As a result of this lawsuit and the settlement terms to which MCWD agreed, several sections of the ADEIR required significant revision. While these changes were being drafted, the State of California adopted new guidelines for complying with the California Environmental Quality Act. By law, the ADEIR must comply with these guidelines prior to be circulated. The combination of these two events require that additional technical work be incorporated into the ADEIR. Since these additional tasks were not considered in the original General Plan contract, additional funds will be required to deliver a defensible EIR and to fully comply with all of the current CEQA guidelines.

FISCAL IMPACT

The additional tasks required to complete the Environmental Impact Report will add \$66,618 to the required expenditures to complete the General Plan.

ATTACHMENTS

Meeting Date: February 7, 2019

1. Seaside General Plan EIR Add Services Cost.2019_1_15
 2. TJKM proposal_VMT
 3. RESO RAIMI AmendmentsII
 4. AMENDMENT - RAIMI ASSOCIATES CONTRACT- DGF
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Cost Estimate

Tasks	Rincon Labor Classification →		Principal II / Director	Professional II	Professional III	Technical Editor	GIS/CADD Specialist	Clerical/Administrative Assistant I
	Labor Cost	Hours	\$222	\$150	\$113	\$110	\$93	\$75
TASK 1: Round 2 Comments on DEIR/Respond to Legal Comments								
Task 1.1 Executive Summary	\$300	2		2				
Task 1.2 Project Description	\$672	4	1	3				
Task 1.3Aesthetics	\$1,272	8	1	7				
Task 1.4 Air Quality	\$1,726	13	1	4	8			
Task 1.5 Biological Resources	\$1,313	10	1	2	7			
Task 1.6 Cultural and Paleo Resources	\$1,050	8	1	1	6			
Task 1.7 Geology and Soils	\$598	4	1	1	2			
Task 1.8 Greenhouse Gas Emissions	\$3,230	25	1	8	16			
Task 1.9 Hazards and Hazardous Materials	\$972	6	1	5				
Task 1.10 Hydrology and Water Quality	\$1,237	9	1	3	5			
Task 1.11 Land Use and Planning	\$824	6	1	1	4			
Task 1.12 Noise	\$972	6	1	5				
Task 1.13 Population and Housing	\$972	6	1	5				
Task 1.14 Public Service and Recreation	\$1,272	8	1	7				
Task 1.15 Transportation and Traffic	\$1,872	12	1	11				
Task 1.16 Tribal Cultural	\$711	5	1	1	3			
Task 1.17 Utilities and Service Systems	\$2,517	20	1	4	15			
Subtask 1.18 Revisions to Water Supply Assessment	\$6,727	53	1	17	35			
Section 1.19 Effects Found Less Than Significant	\$372	2	1	1				
Section 1.20 Other CEQA Required Discussions	\$1,050	8	1	1	6			
Section 1.21 Alternatives (Revisions based on other Sections and New Alternative)	\$4,272	28	1	27				
Section 1.22 References	\$2,099	22		1	1	6	7	7
<i>Task Subtotal</i>	<i>\$36,030</i>	<i>265</i>	<i>20</i>	<i>117</i>	<i>108</i>	<i>6</i>	<i>7</i>	<i>7</i>
Task 2: Update EIR Consistent with Update CEQA Guidelines								
Task 2.1 Updates and new Wildfire Section	\$5,778	43	3	16	24			
<i>Task Subtotal</i>	<i>\$5,778</i>	<i>43</i>	<i>3</i>	<i>16</i>	<i>24</i>			
Task 3: Project Management (includes coordination internally and with legal, City, etc)	\$2,610	15	5	10				
<i>Task Subtotal</i>	<i>\$2,610</i>	<i>15</i>						
SUBTOTAL COST	\$ 44,418	\$ 1,135	\$ 5,106	\$ 19,950	\$ 14,916	\$ 660	\$ 651	\$ 525

Summary

Professional Fees Subtotal	\$44,418
TOTAL PROJECT BUDGET	\$ 44,418

1/15/2019



January 30, 2019

Kurt Overmeyer
Economic Development Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: Scope & Fee for Vehicle Miles Traveled (VMT) Analysis

Dear Kurt:

Thank you for the opportunity to provide this scope and fee to provide an analysis of vehicle miles traveled (VMT) utilizing the AMBAG model for the *Seaside 2040 General Plan EIR*, and to provide VMT-related data from the AMBAG model as requested for the *Campus Town Specific Plan EIR*.

PROPOSED SCOPE OF WORK

TJKM will perform the following work, divided between two tasks:

- Task 1: Citywide VMT Analysis for *Seaside 2040 General Plan EIR*
- Task 2: VMT Data for *Campus Town Specific Plan EIR*

Task 1. Citywide VMT Analysis for Seaside 2040 General Plan EIR

TJKM will utilize the AMBAG model and prepare an analysis of citywide VMT for the following three scenarios:

- Existing Conditions
- 2040 Conditions with Existing General Plan
- 2040 Conditions with Proposed General Plan

For each scenario: TJKM will compare the citywide Daily VMT per capita with a regional average, anticipated to be a 3-county average for the entire AMBAG model area. Consistent with SB 375 standards, VMT impacts would be less than significant provided citywide VMT per capita under the Proposed General Plan is 15 percent or more below the selected regional average. In addition: the comparison of per capita VMT between the three scenarios would be of interest.

TJKM will provide a draft letter report summarizing the VMT analysis, documenting the results in a format that that can be readily inserted into the *Draft General Plan EIR*. Following city review, TJKM will update the draft letter report to incorporate comments received, prior to providing a final letter report.

Task 2. VMT Data for Campus Town Specific Plan

TJKM will utilize the AMBAG model to provide data for Fehr & Peers' use in calculating per capita VMT for the Campus Town Specific Plan EIR.



TJKM

VISION THAT MOVES YOUR COMMUNITY

TJKM will confirm the proposed land uses identified in the Draft Campus Town Specific Plan, including any assumptions regarding service population. It is our understanding that the Draft Specific Plan envisions a mix of residential, retail and hotel/lodging uses.

Utilizing the AMBAG model: TJKM will provide Campus Town Specific Plan jobs and residential population summary for the applicable TAZ's. Based on AMBAG model data for the relevant TAZ's, TJKM will provide an estimate of daily vehicle trips, daily vehicle miles traveled, and average vehicle trip lengths under Existing Conditions, Project Conditions, Cumulative Conditions and Cumulative with Project Conditions. In addition: TJKM will provide regional jobs and residential population summary, daily vehicle trips, daily vehicle miles traveled, and average vehicle trip lengths for the four Specific Plan analysis scenarios.

FEE

TJKM will perform the services described in the above scope of services for the hourly billing rates shown on Attachment A. TJKM would perform these services for an amount not to exceed \$18,200. The budget by task is as follows:

Task 1 Citywide VMT Analysis for 2040 General Plan EIR:	\$15,000
Task 2 VMT Data for Campus Town Specific Plan:	\$3,200
Total Budget:	\$18,200

Please feel free to contact me at (925) 264-5034 or via e-mail at cburgett@tjkm.com, if you have any questions regarding this work scope and fee.

Sincerely,

Colin Burgett
Senior Project Manager



Attachment A – Hourly Billing Rates

Rate Schedule

Principal	\$220/hour
Director	200/hour
Senior Project Manager	190/hour
Project Manager	160/hour
Senior Transportation Engineer	140/hour
Engineer	130/hour
Assistant Engineer	115/hour
Graphics Designer	100/hour
Technical Staff	80/hour
Technical Staff II	80/hour
Administrative Staff	80/hour
Production Staff	55/hour

RESOLUTION NO. 19-__

A RESOLUTION OF CITY OF SEASIDE

APPROVING THE TERMS OF PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE SALE OF THE MEDICAL OFFICER'S BARRACKS

WHEREAS, The City entered into a contract with Raimi and Associates to complete a General Plan Update and an Environmental Impact Report; and

WHEREAS, The City is required to update the General Plan and subsequent environmental documents every 5 years; and

WHEREAS, A settlement agreement entered into by the Marina Coast Water district required that the draft General Plan and Environmental Impact Report be revised; and

WHEREAS, This settlement agreement required that the General Plan and Environmental Impact Report consider the December 2018 CEQA Guidance published by the State of California be incorporated into any uncirculated EIR;

NOW, THEREFORE, the City of Seaside authorizes the City Manager or designee to execute a contract amendment, including any non-substantive changes, with Raimi and Associates to provide for the additional work required in an amount not to exceed \$66,618 in additional funds:

PASSED AND ADOPTED at a regular meeting of the Successor Agency of the former Redevelopment Agency of the City of Seaside held on the 7th day of February, 2019 by the following vote:

AYES: ___ COUNCIL/AGENCY MEMBERS
NOES: ___ COUNCIL/AGENCY MEMBERS
ABSENT: ___ COUNCIL/AGENCY MEMBERS
ABSTAIN: ___ COUNCIL/AGENCY MEMBERS

Ian Olglesby, Mayor

ATTEST:

Lesley E. Milton, City Clerk

FIRST AMENDMENT TO

CITY OF SEASIDE

PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT, hereby amends the CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT dated December 17, 2015, between the City of Seaside, a municipal corporation (City) and Raimi + Associates, Inc., a California Corporation, (Consultant), as follows:

1. Paragraph 5. entitled "PAYMENT" is hereby amended to read as follows:

PAYMENT

City agrees to make monthly payments to Consultant an added amount of _____, for time expended and costs incurred, due to additional work required as a result of third-party litigation and modification of the California Environmental Quality Act (CEQA) guidelines affecting the tasks which were approved in Exhibit A of the original Professional Service Agreement dated December 17, 2015. Said payments shall be made consistent with the provisions of the original paragraph entitled "PAYMENTS".

2. City and Consultant agree that all other terms and conditions as set forth in the Professional Service Agreement dated December 17, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to City of Seaside Professional Service Agreement between the City of Seaside and Raimi + Associates, Inc. to be executed this ____ day of February, 2019.

CITY OF SEASIDE

RAIMI + ASSOCIATES, INC.

By: _____
Craig G. Malin, City Manager

By: _____
Matt Raimi, President and CEO



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

BY: Craig Malin, City Manager

DATE: February 7, 2019

SUBJECT: **CONSIDER ADOPTION OF A RESOLUTION TO APPROVE A
CONTRACT FOR SEASIDE CIVIC CAMPUS CONCEPT
FEASIBILITY STUDY WITH STUDIO GANG ARCHITECTS AND
DENISE DUFFY AND ASSOCIATES**

PURPOSE & RECOMMENDATION

Approve a resolution authorizing the City Manager to execute a contract with Studio Gang Architects.

BACKGROUND

As the City is progressing with a General Plan Update that envisions a thirty acre parcel of former Fort Ord land east of General Jim Moore Boulevard for public / institutional uses, the Superior Court of California, County of Monterey has identified a need for a parcel of land on which to site a new Family Justice Center. Monterey County judges have an interest in up to ten acres of what could be formally identified as a thirty acre public / institutional parcel within the total 625 acre "Seaside East" planning area as the General Plan Update is finalized later this year, and have asked if the City would conduct a feasibility study, largely centered on environmental challenges and opportunities related to the land east of General Jim Moore Boulevard and whether a new County courthouse could be constructed for less than \$1,000 per square foot. The City Council agreed to do so on September 20, 2018.

In considering how to proceed most cost-efficiently with a Feasibility Study for a potential Family Justice Center in Seaside, it was determined that the study should incorporate concept level feasibility for a civic campus at any location that might include a Family Justice Center. Doing so has the potential to share expenses among public partners for necessary infrastructure, thereby reducing combined costs. Ultimately, the decision to construct a new Courthouse is a State decision, and cost is a factor in the decision.

Courthouses are employment centers and economic anchors in the communities in which they are located. A University of Wisconsin study found cities that were county seats, with county courthouses, had 25% more professional, technical and science businesses in their downtowns

than similar cities without courthouses. Given the 625 acre “Seaside East” planning area includes 45 acres of mixed use and 100 acres for employment land uses in the current draft of the General Plan Update, securing a courthouse could accelerate business and job creation within the “Seaside East” planning area.

As the Monterey County judiciary is interested in operating in a building designed and constructed in this century, the City has similar needs. City Hall, while architecturally significant, has long since been adequate to the space needs of the community. Fourteen staff members who would otherwise be housed in the City Hall building are operating in two modular offices and / or at Seaside Creates. The Council Chamber is frequently inadequate to accommodate citizens who attend meetings, with standing room only crowds a common occurrence. As Seaside grows, the facility needs will only grow with the community. Accordingly, the City budgeted \$40,000 for a facility planning study to outline future facility options.

Rather than separate the Family Justice Center feasibility study from the City facilities study, a more cost-effective approach is to combine the studies into a Civic Campus Feasibility Study. A Courthouse and City Hall could easily share infrastructure, including roads, parking areas and outdoor features, while a third programmed building like a library, convention center or performing arts facility could share parking on evenings and weekends when City Hall and the Courthouse are closed.

A proposal has been secured from Studio Gang Architects to complete the Feasibility Study. Studio Gang is highly-regarded, with a growing international reputation, on track to (if not already surpassing) the stature of the architect of City Hall. They have a unique capability to elevate materiality and form, which any construction near the terminus of Broadway and GJM Boulevard must possess, and have demonstrated exceptional ability to enhance environmental and social justice outcomes of their structures. Originally based in Chicago, they now have offices in New York and San Francisco. A portfolio of their past and current work is attached.

Should the City Council approve the Studio Gang contract, a \$5,443 proposal from Denise Duffy & Associates will be approved to address the biologic resources of the site, and be incorporated into the final Feasibility Study.

ATTACHMENTS

1. Draft Resolution
2. Studio Gang Contract
3. Studio Gang Portfolio

Reviewed for Submission to the
City Council by:

Meeting Date: February 7, 2019



Craig Malin, City Manager

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A CONTRACT FOR SEASIDE CIVIC CAMPUS CONCEPT FEASIBILITY STUDY WITH STUDIO GANG ARCHITECTS AND DENISE DUFFY AND ASSOCIATES

WHEREAS, the City is progressing with a General Plan Update that envisions a thirty acre parcel of former Fort Ord land east of General Jim Moore Boulevard for public / institutional uses; and

WHEREAS, the Superior Court of California, County of Monterey has identified a need for a parcel of land on which to site a new Family Justice Center; and

WHEREAS; Monterey County judges have an interest in up to ten acres in the “Seaside East” planning area and the City Council agreed to conduct a feasibility study to determine whether a new County courthouse could be constructed for less than \$1,000 per square foot on September 20, 2018; and

WHEREAS, given the 625 acre “Seaside East” planning area includes 45 acres of mixed use and 100 acres for employment land uses in the current draft of the General Plan Update, securing a courthouse could accelerate business and job creation within the “Seaside East” planning area; and

WHEREAS, the Monterey County judiciary is interested in operating in a building designed and constructed in this century, the City has similar needs. As Seaside grows, the facility needs will only grow with the community; and

WHEREAS, the study should incorporate concept level feasibility for a civic campus at any location that might include a Family Justice Center to share expenses among public partners for necessary infrastructure, a more cost-effective approach is to combine the studies into a Civic Campus Feasibility Study; and

WHEREAS, the City budgeted \$40,000 for a facility planning study to outline future facility options for the City; and

WHEREAS a proposal has been secured from Studio Gang Architects to complete the Feasibility Study. Studio Gang is highly-regarded, with a growing international reputation and has a unique capability to elevate materiality and form, which any construction near the terminus of Broadway and GJM Boulevard must possess, and have demonstrated exceptional ability to enhance environmental and social justice outcomes of their structures; and

WHEREAS; in addition to the Studio Gang contract, a \$5,443 proposal from Denise Duffy & Associates will address the biologic resources of the site, to be incorporated into the final Feasibility Study.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a contract with Studio Gang Architects for a cost not to exceed \$132,707 to conduct a feasibility study for a Civic Campus Feasibility Study and a contract with Denise Duffy and Associates for a total cost of \$5,443 to address the biologic resources of the site, to be incorporated into the final Feasibility Study and direct staff to make such necessary budget adjustments to accommodate this action.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of February by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Studio Gang

18057

Seaside Civic Campus

Regarding:

**Concept Feasibility Study
Professional Services Fee Proposal**

Client:

The City of Seaside City Hall
440 Harcourt Avenue
Seaside, CA, 93955

Attention:

Craig Malin, City Manager
Cmalin@si.seaside.ca.us

Dear Craig,

On behalf of Studio Gang, I am delighted to submit our Professional Services Fee Proposal for the
Seaside Civic Campus Concept Feasibility Study

We look forward to discussing our proposal with you.

1/31/2019

Sincerely,



Mark Schendel, AIA
Managing Principal

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Background

The Superior Court of California, County of Monterey, is pursuing relocating its Courthouse for the Monterey Family Justice Center from Monterey to a new site. The Court seeks a roughly 100,000 gross square feet [gsf] building to accommodate 9 courtrooms and associated support spaces. This Family Justice Center could become an anchor of a civic campus, placing this crucial social justice asset in a diverse city poised to expand its role in the county and region.

As the Superior Court of California, County of Monterey, explores the feasibility of a Family Justice Center located in Seaside, the City of Seaside has facility needs of its own. Rebounding from the closure of Fort Ord, the City is in the process of updating its General Plan to achieve Seaside's vision as a vibrant, proudly diverse, energetic and safe community, with extraordinary natural beauty, quality of life and economic opportunities.

As portions of the former Ford Ord are turned over to the City, Seaside officials have taken a forward-looking view of area growth and sustainably inclusive land use, including consideration within the Draft General Plan Update of approximately 30 acres of land at the terminus of Broadway Avenue ["Obama Way"] and General Jim Moore Boulevard as a new Civic Campus. The Court's identification of the site as a potential location of a Family Justice Center serendipitously corresponds to the General Plan update and City's future facility planning considerations.

The City of Seaside has an architecturally significant City Hall that recently celebrated its 50th birthday with interior renovations that recall its initial, mid-century elegance. The City Hall, designed by Edward Stone, opened in 1966, when the population of Seaside was substantially less than today. While the building retains its mid-century elegance, it has long since been inadequately sized for the community. Multiple departments are housed in modular and off-site, leased premises, with operating inefficiencies and miscommunications challenging City staff working in multiple locations. The Council Chambers, meanwhile, often operates beyond its design capacity, with standing-room only crowds at City Council meetings.

Conceiving a new City Hall as Fort Ord land becomes available presents a unique opportunity to consider both specific programmatic needs and broader civic possibilities in creative siting. A new City Hall, potentially ranging from 15,000 - 17,500 gsf could replace the current 10,000 gsf facility, enabling a solution to Police Department space issues by allowing expansion into the existing City administrative offices. A new City Hall could feature enlarged Council Chambers for public meetings, along with more productive workspace for staff. A new City Hall and Justice Center could share infrastructure including roads, utilities and parking, potentially reducing otherwise additive costs in doing so. In addition to the Justice Center and City Hall, a third Civic Campus structure could include community-oriented cultural, arts, and other programs along with place for public gathering, such as a library or event center.

The proposed site for the Seaside Civic Campus provides interesting opportunities as well as some challenges. The site is currently dominated by sand dunes, with dramatic outlooks to the national maritime sanctuary of Monterey Bay to the west, and the rolling terrain of the Fort Ord National Monument to the east. Development of any Civic Campus must navigate this site within a budget, while simultaneously advancing ecological goals for the region through urban design and architecture. Environmental sensitivity will be a major consideration in Campus siting to optimize awareness, access, and connectivity while minimizing adverse ecological impacts.

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The concentration of robust civic programming, access to a one-of-a kind site, and the imaginative current Seaside City government leadership presents potential for envisioning bold architecture in service to creative government forging connections amongst citizens, their community, and their environment. Studio Gang will bring to the feasibility study our expertise in architecture, urbanism, and civic impact, underpinned by our commitment to ecology, engagement, and equity. Our experience in developing frameworks for public institutions to collaborate across program and physical assets will help the City of Seaside to conceive of a new Civic Campus that leverages the potential of collective action by the City and County together in a way that benefits both local residents and the region as a whole.

Scope

Studio Gang will explore how a new Seaside Civic Campus could meet preliminary program needs identified by the City and County, understanding how it can become a place of community gathering, access to services, and a pleasant gateway to the public trails and recreation spaces within the Fort Ord National Monument. Working with key stakeholders and local residents, Studio Gang will develop a concept feasibility study for the City of Seaside that co-locates a Family Justice Center, City Hall, and potentially additional civic and cultural amenities on 10 – 30 acres of former Fort Ord property located at the terminus of Broadway Avenue. The Feasibility Study will incorporate findings from the Seaside City General Land Use Plan as well its forthcoming update being developed by Raimi & Associates. The Study will provide preliminary conceptual ideas for siting, sizing, and configuring a campus of public facilities that can serve as a civic and economic anchor for Seaside and accommodate initial program aspirations. The preliminary development options will be developed, in part, in response to key information provided by the City to Studio Gang such as environmental, historical, geotechnical, local construction cost, and program information.

This scope of work will include the following tasks:

Review client-provided site surveys, geotechnical reports, and relevant environmental conditions research to inform options for campus siting.

Review and incorporate research from the Fort Ord Reuse Authority on the history and ecology of the proposed site.

Examine environmental challenges and potential mitigation actions. Incorporate observations in efforts to produce a campus concept with the most environmentally positive outcomes.

Conduct stakeholder and public outreach consisting of:

Two [2] stakeholder meetings with County and City officials to determine priorities.

A "Seaside Chats" public event led by Studio Gang principal[s] introducing the Studio's ethos, values, and relevant work in environmental responsibility, social justice, and community-building; it is expected that this event may precede a public engagement session.

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Participation in Seaside's on-line communication capabilities.

Evaluate preliminary component programs and goals to inform study assumptions. The team will explore the feasibility of constructing the Monterey County Family Justice Center for the stated target cost of \$1,000/gsf for construction (hard cost) in 2019 dollars.

Study site placement, size [between 10 - 30 acres] and concepts for configuring a civic campus incorporating the Family Justice Center, City Hall, and cultural/convening facilities along with associated shared parking and outdoor features.

Deliverables

Preliminary goals and design principles.

A brief report summarizing findings – opportunities and constraints to be further investigated.

Conceptual Civic Campus site plan.

Two vignette visualizations of the Civic Campus concept. The images will convey preliminary concepts for scale, context, and relationships of concept components, not specific architectural designs.

Schedule

We propose a total duration of approximately 6 weeks, expected to start in March 2019.

This duration is based on our current understanding of the concept scope and is dependent upon information and reports provided by the client, its consultants that include Raimi & Associates, and the availability of stakeholders. Changes in the concept scope may impact the schedule and fees and must be mutually agreed-upon between the client and Studio Gang before proceeding.

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Team

Discipline	Firm	Design Team
Architect	Studio Gang	Jeanne Gang , Founder and Principal Gia Biagi , Principal, Urbanism + Civic Impact Steve Wiesenthal Principal TBD , Design Team Members
Cost Estimator	Directional Logic	Alistair Roberts , Principal

Professional Fees

Firm	Sub-totals
Architect Studio Gang Architects	\$110,530
Cost Estimator Directional Logic	\$ 5,000
General Expenses (Estimated)	\$ 5,777
Travel Expenses (Estimated)	\$ 11,400

TOTAL TEAM PROFESSIONAL SERVICE FEE = \$132,707

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Professional Fee Notes

1. **Billing Basis:** The professional service fee shall be considered a maximum amount for the 60-day period and Studio Gang shall conduct the work and subsequently bill on a *time and materials basis*. Should the Client require additional time and materials that exceed the indicated service fee, the additional time and materials will be billed as an Additional Service.
2. **Schedule:** The schedule defines the maximum time period for services, exclusive of any suspension of work. Should the duration of the schedule exceed the maximum time period indicated for each phase, for reasons primarily unrelated to Studio Gang's fault, additional time will be billed as an Additional Service.
3. **Non-Governmental and Public Meetings:** Professional Fees *include* attendance at up to 2 stakeholder meetings/workshops and 1 "Seaside Chat". Additional meetings/workshops requested by the Client will be billed as an Additional Service.
4. **Physical Modeling:** Physical modeling for design and study throughout the course of the work *is not included* in the Professional Fees and will be billed as an Additional Service. Studio Gang self-performs all physical modeling in the Studio Gang Model Shop.
5. **Digital Modeling:** Digital modeling and Renderings required throughout the course of the work *is not included* and will be billed as an Additional Service. Completed renderings (interior or exterior) are \$7,000 per print-ready image, post-3D modeling.
6. **Reimbursable Expenses:** General Reimbursable and Travel Expenses *are included* in the Professional Fees. (See General Reimbursable Expenses in the Terms and Conditions section.)

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Conclusion

If accepted, this proposal letter will serve as the basis of the Contract between the **City of Seaside** and **Studio Gang Architects, Ltd.**

Please direct all questions and correspondence to:

Steve Wiesenthal, FAIA

Principal

swiesenthal@studiogang.com

T +1 415 800 0717

Sincerely,



Steve Wiesenthal, FAIA

Principal

1/31/2019

Signed:

Authorized Signatory of
The City of Seaside

Title

Date

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Terms and Conditions

Payment Terms

Studio Gang will invoice monthly on a ***time and materials basis*** over the duration of the contract for compensation due us per the contract plus reimbursable expenses due us under the same. Payments are due within twenty-one calendar days of the date of invoice.

General Reimbursable Expenses

In addition to our Professional Fee, Studio Gang is to be reimbursed for all work-related expenses. Our General Reimbursable Expenses for the work are estimated to be 5% of our Professional Services Fee (\$5,777). Typical expenses include, but are not limited to:

Renderings and physical modeling for presentations, marketing, sales, etc.
Model materials, mock-up materials, or other similar materials
In-house reproduction of documents, plots, copies, and printing and mounting
Out-of-house reproduction of documents, plots, copies, and printing and mounting
Shipping, postage, messenger service, FedEx, UPS, DHL, and similar services
Fees of any special consultants retained by us at the request of the Client
Local transportation including to and from the site

Travel Reimbursable Expenses

The cost of airfare and hotel accommodations for up-to three (3) 2-person trips between Seaside and Chicago (estimated at a total of \$11,400) *is included* in our Professional Service Fee. Should additional trips be required at the request of the owner, each trip will be billed as an Additional Service.

Additional Services

If the services of the Architect or any member of the A/E Team are changed by others and through no fault of the A/E Team, then the work required to execute those changes will be considered an Additional Service (Change Order). If the scope of the work as outlined in the Agreement were to increase, and for all additional services (such as significant change in the direction of the work as directed by the Owner) or discretionary revisions to the scope of the work as directed by the Owner, then Studio Gang Architects, Ltd. and the A/E Team are to receive compensation for all those hours worked and the fee based upon our current hourly billing rates.

Ownership of the Intellectual Rights and Instruments of Service

Studio Gang Architects, Ltd. and our direct consultants shall be deemed the authors and owners of their respective Intellectual Property, Ideas, Concepts, and all Instruments of Service, including Writings, Sketches, Diagrams, Physical Models, Digital Models, Renderings, Contract Documents, and Specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory

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requirements or for similar purposes in connection with the Feasibility Study are not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

The Architect grants to the City of Seaside a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of generating stakeholder understanding, provided that the City substantially performs its obligations under this Agreement, including prompt payment of all sums due. The Parties mutually agree that this license is not transferrable to any third parties, without the Architect's express written permission.

Credit

Jeanne Gang + Studio Gang Architects, Ltd. must be credited as the architect and author in all press, publications, and announcements, both private and public.

Confidentiality

The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

Insurance

The Architect and the Architect's consultants shall maintain for the full term of the work the following insurance coverage. The A/E Team, for the life of the work, shall deem insurance coverage in excess of the amounts noted below to be reimbursable expenses. The required insurance certificates indicating the noted minimum coverage limits and named insurers shall be submitted to the Client at the closing of the contract and will be attached to contract documents. All firms will submit a summary statement of any outstanding insurance claims from insurer(s) with their insurance certificate. At the writing of this proposal, Studio Gang has no outstanding claims.

Commercial General Liability Insurance with a minimum \$1,000,000 each occurrence / \$1,000,000 Damage to Rented Premises each occurrence / \$5,000 Medical Expense for any one person / \$1,000,000 Personal Injury / \$2,000,000 General Aggregate / \$1,000,000 Products – Comp/Op Aggregate

Automobile Liability Insurance covering all hired and non-owned vehicles with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage

Workers' Compensation Insurance with State's statutory limits and Employer's Liability Insurance with a minimum limit of \$500,000 each accident for any employee / \$500,000 disease each employee / \$500,000 Disease Policy Limit

Our standard Professional Liability Insurance coverage is \$2,000,000 per claim and \$4,000,000 in the aggregate. An additional \$1,000,000 in coverage is available at an additional charge of \$10,000/year. In the highly unlikely event of a claim (Architect has never needed to invoke its professional liability proceeds since opening for business in 1997), the Client agrees to limit the Architect's liability for the

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Client's damages to the amount of available insurance proceeds, regardless of the cause of action or legal theory.

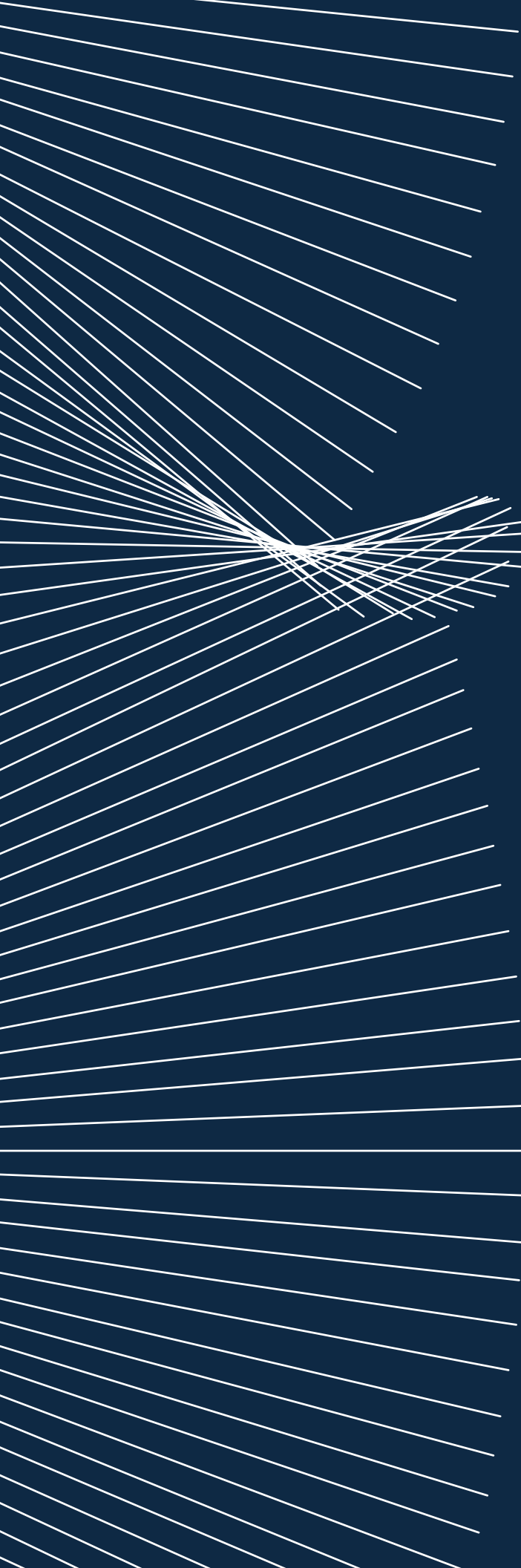
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Selected Works

Prepared for the City of Seaside

ARCHITECTURE
URBAN DESIGN
INTERIORS

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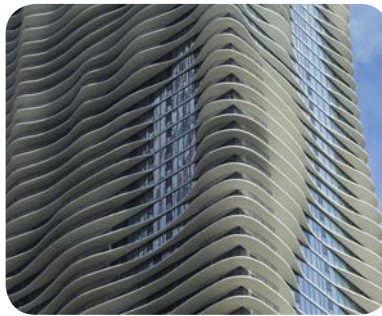
[B]



[C]



[D]



[E]



[F]



[G]



[H]



[I]

P. 4

**Firm Profile
Honors and Awards**

P. 16 - [C]

**Campus North
Residential Commons
at the University of
Chicago**
Chicago, IL
Residential

P. 30 - [G]

**Northerly Island
Framework Plan**
Chicago, IL
Urbanism

P. 6

Jeanne Gang

P. 20 - [D]

**Chicago River
Boathouses**
Chicago, IL
Recreational
Facility

P. 32 - [H]

**Memphis Riverfront
Concept**
Memphis, TN
Urbanism

P. 8 - [A]

Writers Theatre
Glencoe, IL
Theatre

P. 24 - [E]

Aqua Tower
Chicago, IL
Mixed-Use Residential
and Hotel Tower

P. 34 - [I]

**Nature
Boardwalk on
Lincoln Park Zoo**
Chicago, IL
Urbanism

P. 12 - [B]

**Arcus Center for Social
Justice Leadership**
Kalamazoo, MI
Cultural Center

P. 28 - [F]

Folsom Bay Tower
San Francisco, CA
Residential Tower

Founded by architect and MacArthur Fellow Jeanne Gang, **Studio Gang** is an international architecture and urban design practice located in Chicago, New York, and San Francisco. We work as a collective of **over 100 architects, designers, and thinkers** to create innovative projects that bring about positive change for people, communities, and the natural environment.

Our award-winning body of work spans scales and typologies, from cultural and public buildings, to urban master plans, to high-rise towers. In all of these building types, we are interested in how architecture can strengthen communities.

A sustainability ethos is at the heart of our practice, coupled with a design methodology defined by research and experimentation, including collaborations with a wide range of disciplines inside and outside the traditional design fields.

Our projects include Chicago's 82-story, mixed-use Aqua Tower, whose undulating floor plates form a "vertical neighborhood"; the expansion of the American Museum of Natural History in New York City; the new United States Embassy in Brasília, Brazil; the Nature Boardwalk at Lincoln Park Zoo in Chicago, a public park that functions as living habitat and green infrastructure; and mixed-use towers in San Francisco, Toronto, and Amsterdam.



Selected Honors and Awards

World's Most Innovative Companies, Architecture, *Fast Company*, 2018

The Plan Award, 2017 (Chicago River Boathouses)

Jury and Popular Choice Winner, Architizer A+ Awards, 2017 (Writers Theatre)

Building of the Year Midwest, *Architect's Newspaper*, 2017 (University of Chicago Campus North Residential Commons)

National Honor Award, AIA, 2017 (Writers Theatre)

American Architecture Prize, Educational Buildings, 2017 (University of Chicago Campus North Residential Commons)

Community Impact and Social Responsibility Award, Design-Build Institute of America, 2017 (University of Chicago Campus North Residential Commons)

Firm of the Year, Architizer A+ Awards, 2016

Divine Detail Honor Award, AIA Chicago, 2016 (City Hyde Park)

National Honor Award, AIA, 2016 (WMS Boathouse at Clark Park)

Award for Excellence in Design, Thirty-third Annual Design Awards, Public Design Commission, New York, 2015 (Rescue Company 2)

National Design Award for Architecture Design, Cooper Hewitt, Smithsonian Design Museum, 2013

Finalist, Deutsches Architekturmuseum International Highrise Award, 2010 (Aqua Tower)

Skyscraper of the Year Award, Emporis, 2009 (Aqua Tower)

Jeanne Gang, FAIA, Int. FRIBA

Founding Principal



Architect and MacArthur Fellow Jeanne Gang is the founding principal of Studio Gang. The 2017 recipient of the Louis I. Kahn Memorial Award and a Chevalier de la Légion d'honneur (2015), Jeanne is internationally recognized for her innovative work that advances architecture's social, environmental, and material possibilities. Spanning scales and typologies, her award-winning built projects include Chicago's 82-story Aqua Tower and the world's first purpose-built center for social justice education, the Arcus Center for Social Justice Leadership at Kalamazoo College in Kalamazoo, Michigan.

Jeanne is the author of three books and her work has been published and exhibited widely, including at the Venice Architecture Biennale, New York's Museum of Modern Art, Art Basel Miami, and the Art Institute of Chicago. She is a Professor in Practice of Architecture at the Harvard Graduate School of Design and lectures at cultural and educational institutions throughout the world.

EDUCATION

Harvard Graduate School of Design, Master of Architecture with Distinction, American Institute of Architects Certificate of Merit, 1993
Swiss Federal University of Technical Studies (ETH) Zürich, Urban Design Studies, Rotary Ambassadorial Scholar, 1989
University of Illinois at Urbana-Champaign, Bachelor of Science in Architecture with Honors, 1986

PROFESSIONAL EXPERIENCE

Studio Gang Architects, 1997–present
Booth Hansen Architects, 1995–1997
OMA/Rem Koolhaas, Rotterdam, the Netherlands, 1993–1995

TEACHING EXPERIENCE

Harvard Graduate School of Design, John Portman Design Critic, 2017; Professor in Practice, 2018
Columbia University Graduate School of Architecture, Planning and Preservation, Visiting Studio Critic, 2015
Rice University School of Architecture, Cullinan Visiting Professor, 2014
Harvard Graduate School of Design, Visiting Studio Critic, 2011
Princeton University School of Architecture, Visiting Lecturer, 2007
Yale University School of Architecture, Louis I. Kahn Junior Visiting Professor, 2005
Illinois Institute of Technology, Studio Critic, 1997–2001, 2009

HONORS

William A. Bernoudy Architect in Residence,
American Academy in Rome, 2017
Louis I. Kahn Memorial Award, Center for
Architecture and Design, 2017
Honorary Fellow, Royal Architectural Institute of
Canada, 2017
Public Humanities Award, Illinois Humanities
Council, 2017
Fifth Star Award, City of Chicago, 2017
Woman Architect of the Year, *Architectural Review*,
2016
Chevalier dans l'Ordre national de la Légion
d'Honneur, 2015
Honorary Doctorate, Columbia College Chicago, 2014
Honorary Senior Fellow, Design Futures Council,
2014
Jesse L. Rosenberger Medal, University of Chicago,
2013
Honorary Doctorate, School of the Art Institute of
Chicago, 2013
John D. and Catherine T. MacArthur Fellow, 2011

BOOKS

Building: Inside Studio Gang Architects (Yale
University Press, 2012)
Reverse Effect: Renewing Chicago's Waterways
(Studio Gang, 2011)
Reveal: Studio Gang Architects (Princeton
Architectural Press, 2011)

WRITING

"From Exhibit to Classroom: Transitioning Zoos and
Aquariums for the Twenty-First Century," *Center for
Humans and Nature* (Sept 2016)
"Three Points for the Residential High-Rise:
Designing for Social Connectivity," *International
Journal of High-Rise Buildings* (June 2016)
"Deep Mapping," in *Climates: Architecture and the
Planetary Imaginary* (Lars Müller Publishers, 2016)
"Healing the Machine," *Harvard Design Magazine* no.
40 (2015)
"Designing a Fix for Housing," Op-Ed, *New York Times*,
Feb 9, 2012

AFFILIATIONS

American Academy of Arts and Sciences, Elected
Member, 2017
Habitat for Humanity Women Build, 2016–present
Economic Club of Chicago, Board of Directors, 2016–
present

Great Rivers Chicago, Leadership Commission,
2015–present
Chicago Architecture Biennial, International Advisory
Committee, 2014–2015
The Art Institute of Chicago, Committee on
Architecture and Design, 2013–present
US Department of State, Bureau of Overseas
Building Operations' Industry Advisory Group,
2012–present
Temple Hoyne Buell Center for the Study of
American Architecture, Columbia University,
Advisory Board, 2012–present
City of Chicago Cultural Advisory Council, 2011–
present
Emerging Leader, Chicago Council on Global Affairs,
2010–2011
Natural Resources Defense Council, Midwest
Council, 2010–present

LECTURES

Randy L. and Melvin R. Berlin Family Lectures at the
University of Chicago, 2018
L'Alliance Française de Chicago, 2017
Les Journées de l'Architecture, Maison Européenne
de l'Architecture, Keynote Address, 2017
Royal Architectural Institute of Canada Festival of
Architecture, Keynote Address, 2017
Louis I. Kahn Memorial Lecture, 2017
TEDWomen Annual Conference, 2016
Royal College of Art, London, 2016
New York Times Cities for Tomorrow Conference,
2016
American Academy in Rome, 2016
Stanford University, Entrepreneurial Thought Leader
Series, 2015
Nelson-Atkins Museum, Mary Atkins Lecture, 2015
Columbia University Graduate School of Architecture,
Planning, and Preservation, 2015
Guggenheim Museum & Foundation, Helsinki, 2015
Yale University School of Architecture, 2015
Museum of Fine Arts Boston, Steinberg Memorial
Lecture, 2015
Harvard University Graduate School of Design, 2015
American Institute of Architects National Convention,
Keynote Address, 2014
Architectural Record Innovation Conference, Keynote
Address, 2014
Architectural Association School of Architecture,
London, 2013
Royal Academy of Arts, London, 2012
Alvar Aalto Meeting on Modern Architecture, Finland,
Keynote Address, 2011

Writers Theatre



Studio Gang's design for Glencoe's Writers Theatre is intended to maximize this potential for a twenty-first-century theater company, creating an architecture that energizes the daily life of its community and becomes an exciting, region-wide cultural destination.

Organized as a village-like cluster of distinct volumes that surround a central hub, the building's form resonates with the character of Glencoe's downtown. Both of the theatre's performance venues, in addition to rehearsal space and public zones, open onto the central gathering space of the lobby. Structured by great timber trusses with a lighter wood lattice supporting its second-floor canopy walk, the lobby is designed to accommodate multiple uses including informal performances, talks, and community events.

Location

Glencoe, Illinois, USA

Size

36,000 sf

Status

Completed 2016

Type

Cultural

Client

Writers Theatre

Sustainability

LEED Gold Certified

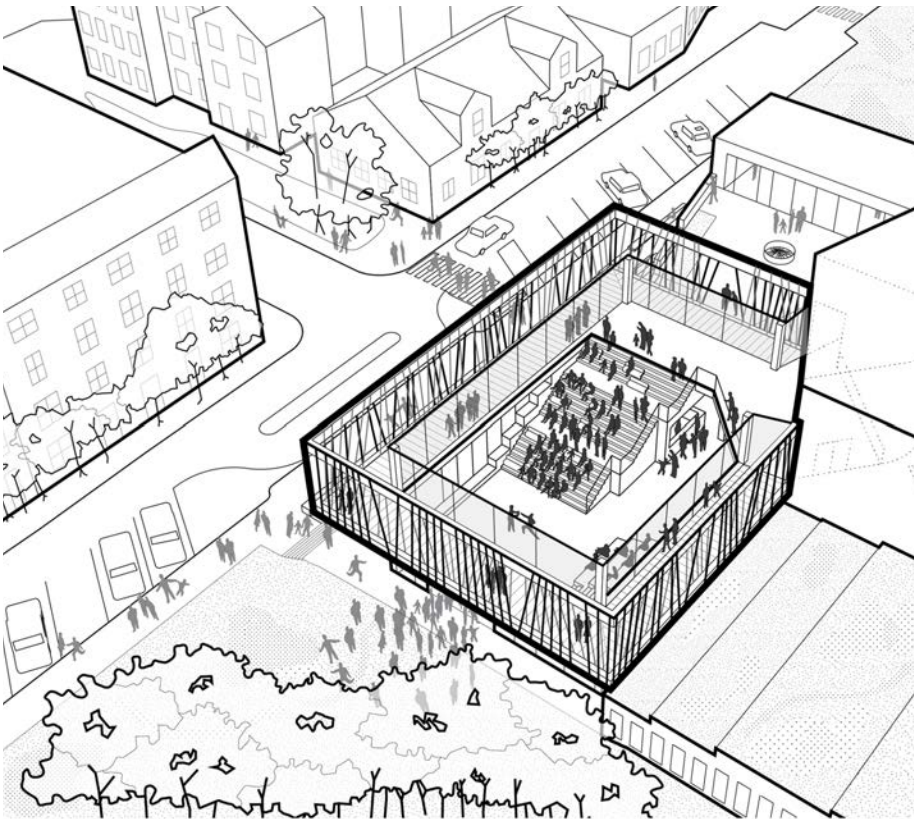
Awards

2017: Architizer A+ Awards, Jury and Popular Choice Winner

2016: AIA Chicago, Design Excellence Awards, Divine Detail, Honor Award



The public lobby serves as a community center, accommodating educational outreach, audience enrichment, informal performances, and celebrations.



Referencing Glencoe's many Tudor-style buildings, the design recalls the inn-yard theaters of the early modern period of English drama, which brought together all social classes with the power of live performance



**"The finest piece of theatrical construction
to be built in the past decade"**

Terry Teachout, The Wall Street Journal, 2016



Arcus Center for Social Justice Leadership



The Arcus Center works to develop and sustain leaders in the fields of human rights and social justice. As a learning environment and meeting space, it brings together students, faculty, visiting scholars, social justice leaders, and members of the public for conversation and activities aimed at creating a more just world. Supporting this important work, the center's design is visually open and activated by daylight. The plan encourages convening in configurations that begin to break down psychological and cultural barriers between people and help facilitate understanding.

The wood masonry utilized for the building's exterior is a low-tech and relatively inexpensive method of building assembly used to achieve a high-performance facade. The wood walls sequester more carbon than was released in building them, responding to today's need to reduce carbon pollution.

Location

Kalamazoo, Michigan, USA

Size

10,000 sf

Status

Completed 2014

Type

Cultural, Education, Office

Client

Kalamazoo College

Sustainability

Targeting LEED Gold

Awards

2015: AIA Chicago Design Excellence Awards, Distinguished Building, Honor Award

2015: AIA Chicago Design Excellence Awards, Divine Detail, Honor Award

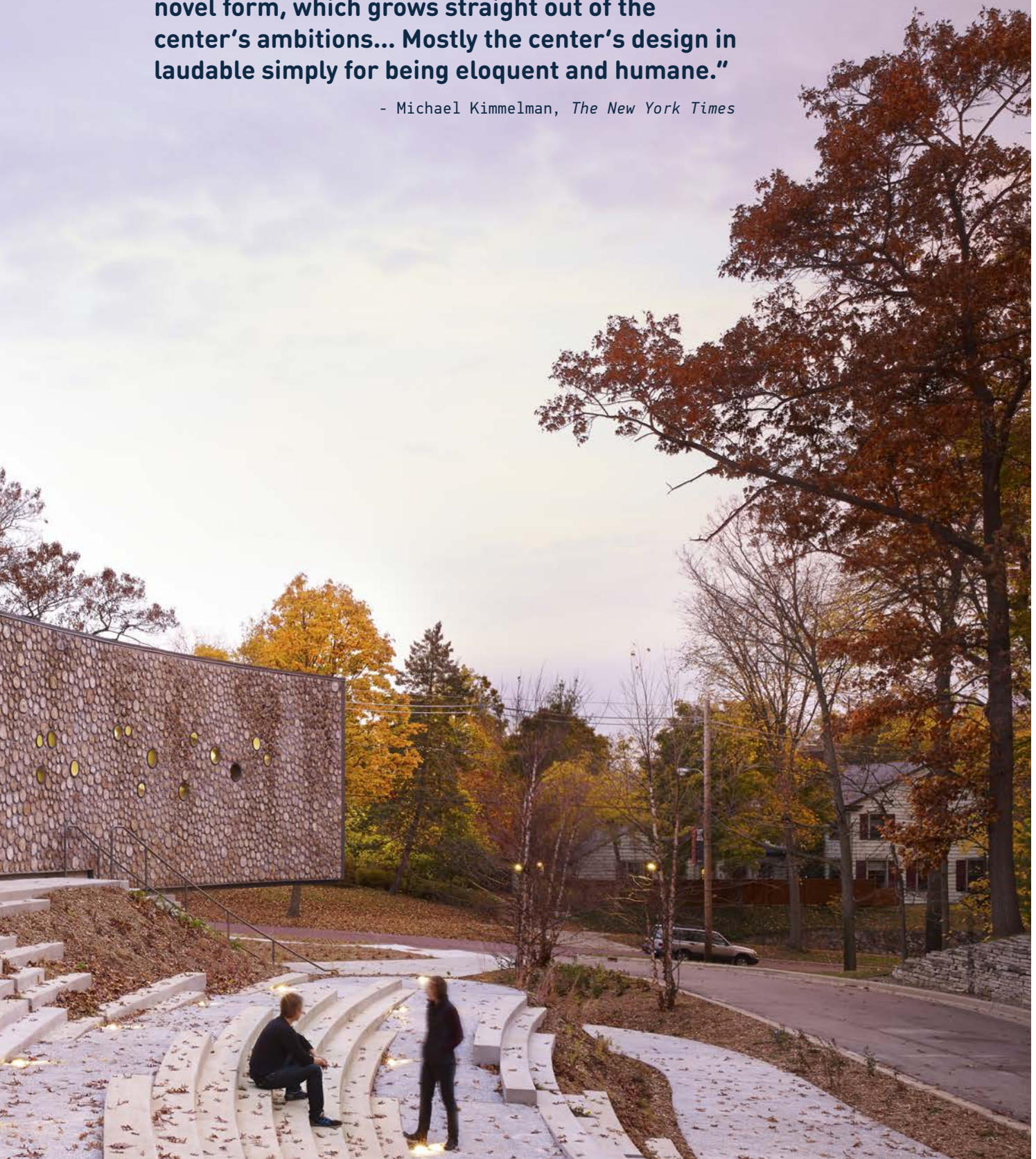


Wood masonry was an aesthetically fitting choice for the Arcus Center: the individuality of each log, with its unique shape, size, color, and growth pattern, could be seen as reflecting the diverse population the Center serves. After learning the techniques of wood masonry construction through research and hands-on workshops (above, right), the Studio Gang team developed a design that deployed it for the first time at an institutional scale.

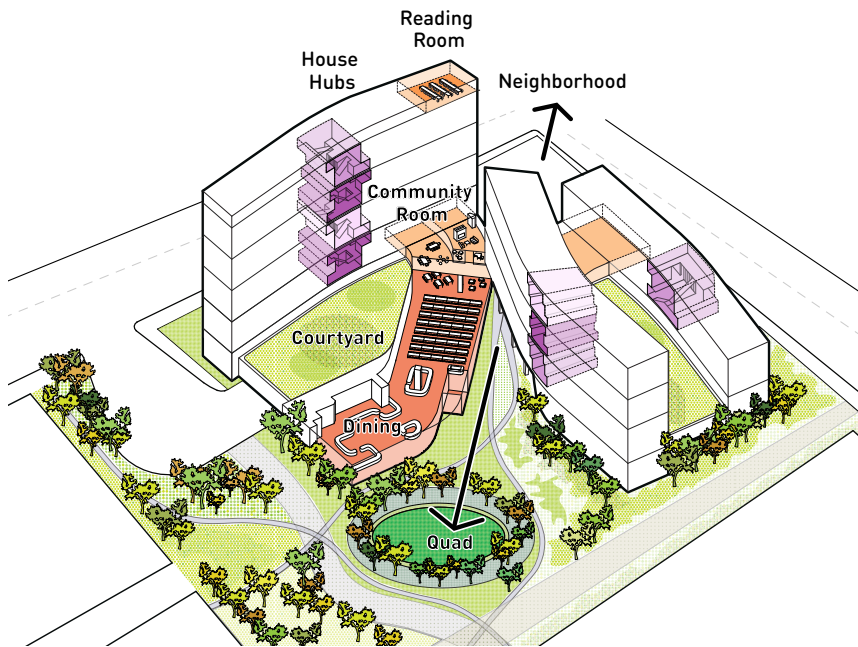


"What makes the building special is partly the novel form, which grows straight out of the center's ambitions... Mostly the center's design in laudable simply for being eloquent and humane."

- Michael Kimmelman, *The New York Times*



Campus North Residential Commons at the University of Chicago



The project's plazas, gardens, walkways, and courtyards provide students and neighbors with a variety of public and semi-private outdoor spaces.

Campus North Residential Commons is a new student residence at the University of Chicago that is designed to foster students' academic performance and sense of community. The mixed-use project's four buildings include residential units, social and study spaces, a dining hall, a café, and classrooms. Located at the outermost corner of the campus, its architecture and landscape create a welcoming portal, connecting the neighborhood with the University and its amenities. The project incorporates a range of high-tech and passive environmental systems. Students can work together to reduce their collective environmental footprint using digital displays in the common spaces that track detailed information on their energy and water use.

Location

Chicago, Illinois, USA

Size

400,000 sf

Status

Completed 2016

Type

Higher Education, Residential

Program

509 residential units, study spaces, lounges, dining hall, plaza, retail, classrooms

Client

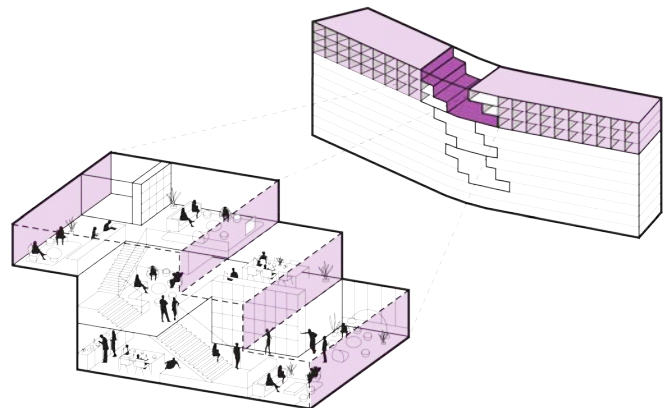
The University of Chicago

Sustainability

LEED Gold, high-performance facade, low-flow fixtures, green roof, bird safe

Awards

2017: Design-Build Institute of America Community Impact and Social Responsibility Award
 2017: *Architect's Newspaper* Building of the Year Midwest
 2017: Design-Build Institute of America National Award of Merit
 2017: Design-Build Institute of America Excellence in Design Award
 2017: Building Design + Construction Gold Award
 2017: International Union of Bricklayers and Allied Craft Workers Awards Best Precast Project
 2017: *Engineering News-Record* Midwest Best Residential Project Award
 2017: World Architecture Festival Higher Education Category Shortlist



The design expands the University's tradition of College Houses, bringing together groups of 100 students around House Hubs, shared, three-story spaces. Each House Hub has its own visual identity and offers distinct spaces for studying, cooking, and relaxing in small groups or individually, fostering the types of learning that grow from serendipitous encounters among students with different academic and cultural backgrounds.

Clad with precast concrete panels, the project makes a 21st-century response to the campus' largely neo-Gothic architecture.





Chicago River Boathouses



As the City of Chicago works to transform the long-polluted and neglected Chicago River into its next recreational frontier, the Chicago River Boathouses help catalyze necessary momentum. By creating key public access points along the river's edge, they support the larger movement toward an ecological and recreational revival of the Chicago River.

The buildings' design translates the motion and rhythm of rowing into a sculptural roof form, providing visual interest while also offering spatial and environmental advantages that allow the boathouses to adapt to Chicago's distinctive seasonal changes.

Location

Chicago, Illinois, USA

Size

22,260 sf and 19,000 sf

Status

Completed 2013 and 2016

Type

Rowing training facility

Program

Year-round recreational and event spaces, offices, and equipment storage

Client

Chicago Park District

Sustainability

Targeting LEED Silver

Awards

2016: American Institute of Architects, Institute Honor Award, Architecture

2015: AIA Chicago Design Excellence Awards, Citation of Merit, Distinguished Building

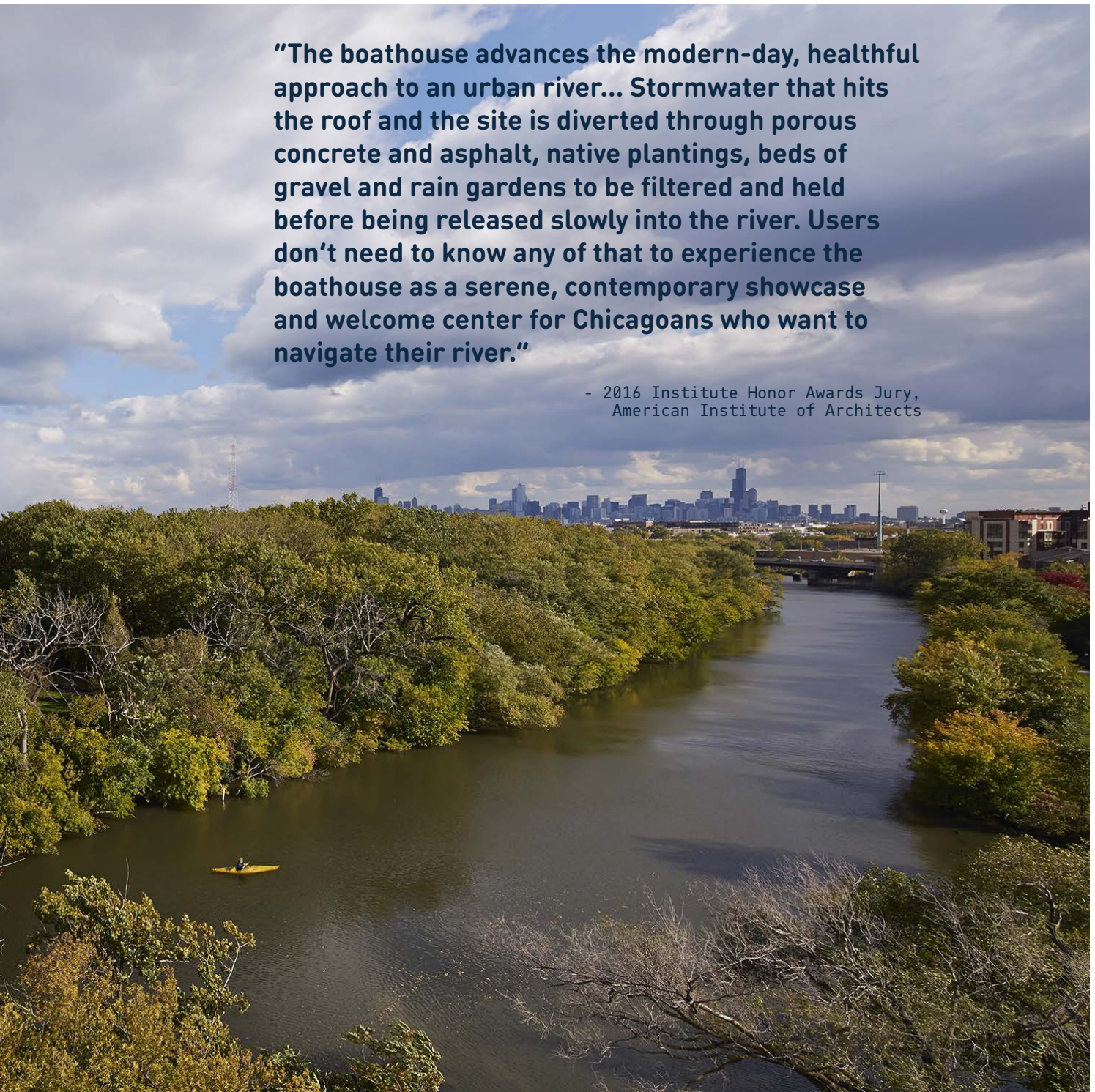


With truss shapes alternating between an inverted “V” and an “M,” the roofs achieve a rhythmic modulation that lets in southern light through the buildings’ upper clerestory. In summer, the clerestory lets in fresh air, while in winter, it allows sunlight to warm the floor slab, minimizing energy use year-round.

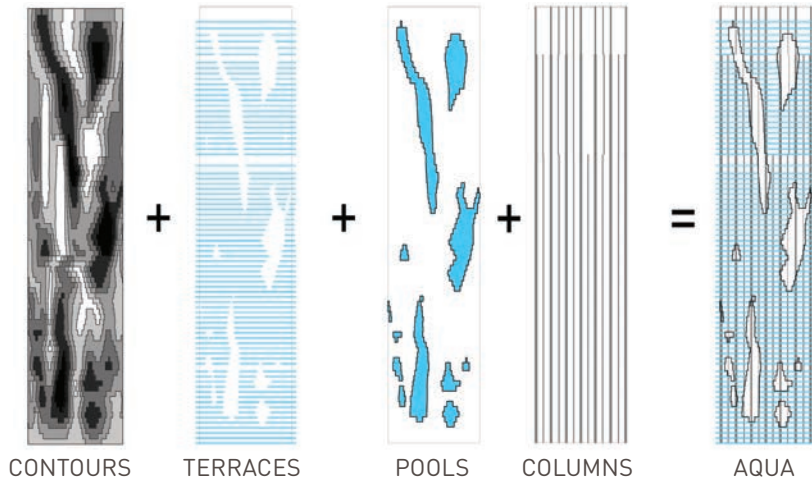


"The boathouse advances the modern-day, healthful approach to an urban river... Stormwater that hits the roof and the site is diverted through porous concrete and asphalt, native plantings, beds of gravel and rain gardens to be filtered and held before being released slowly into the river. Users don't need to know any of that to experience the boathouse as a serene, contemporary showcase and welcome center for Chicagoans who want to navigate their river."

- 2016 Institute Honor Awards Jury,
American Institute of Architects



Aqua Tower



The 82-story, mixed-use Aqua Tower has become one of Chicago's signature tall buildings and has given rise to a strong social community. Its 1.9 million square feet includes rental apartments, condominiums, a hotel, offices, parking, and a large green roof. The tower's distinctive wave-like appearance is created by its floor slabs, which are individually shaped in response to criteria such as wind, sunlight, and desirable views. They form unique outdoor terraces that encourage residents to interact with their neighbors and offer exciting connections with the surrounding city.

Location

Chicago, Illinois, USA

Size

1,900,000 sf

Height

876 ft / 82 floors

Status

Completed 2010

Type

Residential, Office

Program

747 rental apartments, condominiums, hotel, offices, amenities, parking

Client

Magellan Development Group, LLC

Sustainability

LEED NC

Green roof, bird safe, existing footprint, high-performance facade

Awards

2010: Deutsches

Architekturmuseum

International Highrise Award
Finalist

2010: AIA Chicago Distinguished
Building Honor Award

2009: Emporis Skyscraper of the
Year Award

2009: *ARCHITECT* magazine Annual
Design Review Honorable
Mention

Multiple independent parameters informed Aqua's architecture. Studio Gang developed a language inspired by terrestrial topography—including "hills," "valleys," and "pools"—to describe the tower's features and explore its environmental, social, and expressive possibilities.

**"It reclaims the notion that thrilling
and beautiful form can still emerge
out of the realm of the practical"**

- Paul Goldberger, *The New Yorker*



Aqua's trademark terraces provide solar shading in summer and passive warming in winter, offsetting heat loss through slabs. Terraces are offset to create sightlines between them, encouraging social connections between neighbors on different floors (right).





Folsom Bay Tower



Folsom Bay Tower evolves the classic bay window, a familiar architectural feature of San Francisco's early houses. Twisting incrementally over the height of the tower, the bay windows offer ample views, light, and air and inform the building's distinctive form and texture—the result of special attention to the building's energy performance and how it is experienced. The tower meets the ground at a pleasant, human scale and offers retail space fronting Folsom and Main Streets, contributing new pedestrian amenities to a highly walkable area of the city with excellent transportation connections.

Location

San Francisco, California, USA

Size

480,000 sf / 400 ft tall

Status

Under construction, anticipated 2019

Type

Residential

Program

350 residential units (40% below market rate), ground floor retail, and pedestrian amenities

Client

Tishman Speyer

Sustainability

Targeting LEED Gold

Awards

2018: MIPIM / The Architectural Review Future Project Awards Commendation



Northerly Island Framework Plan



The wetland and savanna on the southern end of the island will continue to mature and are already attracting birds and fish as well as other native species. Visitors can walk and bike along a looping path and enjoy activities in nature against the backdrop of Chicago's skyline.

Northerly Island transforms a man-made peninsula on Chicago's lakefront into a 91-acre living ecosystem and a public park. The Framework Plan embraces the island's artificiality and uses the occasion to construct a topography and landscape that will encourage wildlife to occupy it—over time creating an amplified, biodiverse ecology whose various habitats and architectural features offer people multiple ways to engage directly with nature in the city.

The wetland and upland habitats provide a natural respite in the city and attract birds that can be viewed in motion. Visitors can engage in a variety of activities to explore these environments up close and in detail. Ultimately, the Framework Plan envisions a lagoon off the eastern coast, formed by a constructed reef, that provides fish-spawning habitat for native Great Lakes species. At the northern end of the island, near the city's Museum Campus, the Framework Plan calls for an outdoor music amphitheater integrated with the landscape, expanding the island's cultural offerings.

Location

Chicago, IL

Size

91 acres

Status

Phase I completed 2015 / Under construction

Type

Ecological, Urbanism, Landscape

Client

City of Chicago

Sustainability

Targeting LEED Gold



Subsequent phases of the plan call for a new waterfront boardwalk and amenities with opportunities to kayak and scuba dive, among other activities.

Memphis Riverfront Concept



The Memphis Riverfront Concept describes how six miles of the city's Mississippi riverfront can become a signature network of spaces and opportunities, tied into the city and its assets, that benefits the entire community and lifts Memphis as a whole.

Three design principles underlie the Concept's recommendations: Foster positive encounters, civic pride and identity, and new understanding of the Mississippi River; Restore natural conditions, native ecology, and a more dynamic relationship between people and the river; and Connect assets along the river, the riverfront to the city (downtown and the neighborhoods beyond), and people with each other. Developed through an integrated process of research, community engagement, and analysis, they ensure that the Concept works from the site's specific opportunities and challenges to achieve Memphians' aspirations for their riverfront.

Location

Memphis, Tennessee, USA

Size

6 miles

Status

Completed 2017

Type

Civic, Urbanism

Client

Mayor's Riverfront Task force in partnership with Memphis River Parks (formerly the riverfront Development Corporation)

Awards

2018: The Plan Awards, Urban Planning, Winner

2018: Architizer A+ Awards, Unbuilt Master Plan Category, Finalist

2018: Fast Company Innovation by Design Awards, Spaces, Places and Cities category, Honorable Mention



Elevating visitors above the river in Greenbelt Park, a thick arch of native trees directs views across the Mississippi and provides great habitat for birds and other animals. Below the walkway, visitors can explore a native wetland on foot or by kayak, depending on the rise and fall of the river.



A variety of new plantings and structures that amplify Mud Island's river ecology can help transform the peninsula into an active place offering a diverse array of opportunities for learning, teaching, research, gathering, and simply enjoying the outdoors.

Nature Boardwalk at Lincoln Park Zoo



The pavilion gives the community an outpost for learning about water, ecology, the pond, and its inhabitants.

Nature Boardwalk at Lincoln Park Zoo is a signature marker for the revitalization of one of Chicago's great parks, transforming a 19th century urban pond that was unable to support animals into an ecological habitat buzzing with life.

As a welcoming, informative, and ever-transforming sanctuary, the Nature Boardwalk is a model of reclaimed and expanded green space that educates its visitors on the values of environmental conservation. It is a crucial, connective habitat for resident and migratory animal populations, a popular outdoor destination and learning landscape for city residents and visitors alike, and a functional, self-sustaining solution to Chicago's aging stormwater infrastructure.

Location

Chicago, IL

Size

14 acres

Status

Completed 2010

Type

Educational, Ecological, Urbanism

Program

Urban landscape with boardwalk and mixed-use recreational and event pavillion

Client

Lincoln Park Zoo







On top of Studio Gang's Chicago office, a rooftop planted with native prairie species is an active research ground for our work on sustainable green roofs and urban ecologies. Home to insects, birds, our own hive of honeybees, and more than 50 varieties of plants and trees, the prairie is a thriving ecosystem. A "treehouse" space adjacent to the prairie acts as a gathering, event, and coworking space for the studio and our growing network of collaborators, helping us to share and expand our own research.





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